Case Number: 2201463/2020V

Reserved Judgment

EMPLOYMENT TRIBUNALS

BETWEEN

Claimant	**and**	**Respondents**
Miss R Boampong		**LCH Ltd**

JUDGMENT AND ORDER ON PRELIMINARY HEARING

HELD AT: London Central **ON: 25 September 2020**

BEFORE: Employment Judge A M Snelson

On hearing the Claimant in person and Mr P Halliday, counsel, on behalf of the Respondents, the Tribunal adjudges and orders that:

JUDGMENT

(1) Those of the Claimant's claims which purport to repeat claims brought in case no. 2200063/2016, the entirety of which proceedings were settled in July 2016 and dismissed upon withdrawal, are *res judicata* and she is precluded from raising them. Accordingly, those claims are struck out as having no reasonable prospect of success.

(2) Save for those referred to in para (1) above and those referred to the Order below, the Claimant's claims were presented out of time and the Tribunal has no jurisdiction to consider them.

(3) The Claimant worked for the Respondents as an agency worker and had no contractual relationship with them. Accordingly, those of her claims which depend upon the existence of such a relationship fail on that ground also.

(4) Accordingly, save for those referred to in the Order below, the entire proceedings are dismissed.

ORDER

No later than 14 days after this Judgment and Order is sent to the parties, the Claimant shall deliver to the Tribunal and copy to the Respondents such representations as may be advised upon the Tribunal's proposal to strike out her

claim(s) for debt alleged to be outstanding under the terms of the settlement agreement in case no. 2200063/2016 and/or damages for breach of that agreement.

REASONS

Introduction

1. Between June and August 2015, the Claimant performed secretarial functions for the Respondents, who form part of the London Stock Exchange group of companies. The association was brought to an end by the Respondents. She issued proceedings in January 2016 under case no. 2200063/2016 raising numerous claims. We will call this 'the first claim'. The litigation was compromised under a COT3 agreement concluded on 12 July 2016, which provided in standard terms for the settlement of all claims in return for payment of £42,000 less any income tax payable on the excess over £30,000. Pursuant to the agreement, the Claimant withdrew her claims and the Respondents paid her the sum of £37,733.34, the settlement figure less what they calculated to be the proper deduction on account of income tax. The proceedings were then dismissed on withdrawal.

2. Astonishingly, it took the Respondents about four years to pay the sum deducted to HMRC. This was doubly unfortunate: not only did it leave the public purse short of funds which it was entitled to receive promptly, it also resulted in a corresponding delay in the disposal of the Claimant's application to HMRC to recover (by way of a rebate) the proportion of the deduction to which she was entitled.[1] Fortunately for the Respondents, it does not fall to me to examine and make findings upon the allegedly intractable difficulties which they encountered in processing what might be thought an unremarkable transaction.

3. By her claim form in the instant proceedings, presented on 2 February 2020, the Claimant brought numerous claims, many of which repeated those made in the first claim. I will return to the content of the claims in both proceedings in due course.

4. The Respondents resisted the entire case, contending, among other things, that the Tribunal had no jurisdiction to entertain many of the complaints because (a) they had been litigated and settled in the first claim and (b) they were in any event out of time.

5. At a preliminary hearing for case management held by telephone on 24 June 2020 EJ Isaacson directed that a public preliminary hearing be held to determine the following matters:

    1. To what extent, if any, is the Tribunal's jurisdiction precluded by the COT3 agreement dated July 2016 or the Judgment of dismissal following withdrawal sent to the parties on 25 July 2016?

[1] In the usual way, the rebate could not be calculated until after the end of the tax year.

2. Whether the Tribunal's jurisdiction is precluded by time limitation.
3. Whether the Claimant was an employee of the Respondent.
4. Any case management.

6. That preliminary hearing was listed before me on 24 September 2020 with two days allocated. Questions arose initially as to whether the case should proceed as a 'face-to-face' appointment or as a video hearing. The Claimant also suggested that the matter should be postponed to a fresh date. I signalled my considerable reluctance to postponing the hearing and the Claimant did not press that proposal. Eventually the parties came to the shared position that a video hearing was the best option. In order to accommodate the Claimant, I put the start of the hearing back to 10.30 on day two of the allocation. The hearing proceeded at the appointed time and was conducted by CVP. The Claimant represented herself; Mr P Halliday, counsel, appeared for the Respondents. Live evidence was given by the Claimant and, on behalf of the Respondents, by Ms Sarah Keys, Mr Harry English and Ms Aliesha Turnbull. All produced witness statements. The Respondents also relied on a statement in the name of Ms Natalie Turner, which I read for what it was worth (observing that I could attach little weight to it since its author had not been called and therefore the Claimant had not had the opportunity to cross-examine her). In addition to witness evidence, I was taken to a number of documents in the two-volume bundle. The evidence was completed quite late in the afternoon and since time for closing argument was very tight I made a direction for the delivery of written closing submissions, limited to 2500, not later than 9 October 2020.

7. The Respondents' submissions, prepared by Mr Halliday, were delivered in accordance with my direction; the Claimant did not comply, but she did send an email to the Tribunal on 8 October requesting an extension of time for presenting written submissions and the listing of a further hearing day. In summary, her reasons were that she felt that she had been wrongfully deprived of the opportunity of challenging Ms Turner's evidence and needed time to develop and present her closing arguments. The following day, by when, not surprisingly, she had received no reply, she produced what she called a layman's summary of the evidence and expressed the hope that she would be permitted to present more satisfactory submissions, either at a subsequent hearing or on paper.

8. Unfortunately, I was away from the Tribunal on a period of unscheduled sick leave between 28 September and 9 November. I did, however, have sight of the correspondence of 8 and 9 October much later that month and caused a letter to be sent conveying and explaining my decision to decline the Claimant's request for a further hearing but grant an extension of seven days for presentation of closing submissions (limited, as before, to 2500 words). In summary, I was satisfied that there had been no unfairness in the procedure followed and that listing a further sitting day could not be justified.

9. The Claimant did not avail herself of the opportunity which the extension of time offered. In the circumstances, I have decided to proceed on the basis of what is before me. I treat her 'layman's summary' as her closing submissions.

Relevant Facts

The 2016 and 2020 proceedings contrasted

10. In the first claim the Claimant brought complaints of 'automatically' unfair dismissal and/detrimental treatment for asserting a breach of the right to time off for dependants; detrimental treatment and/or unfair dismissal for asserting a right to take emergency dependant leave; discrimination based on flexible working; breach of contract; discrimination based on fixed-term employee status; race discrimination; disability discrimination; and failure to provide a statement of employment particulars.

11. The instant case substantially repeats the first claim and adds: complaints of discrimination and/or victimisation based on the alleged 'failure' to 'reinstate' the Claimant to positions which became available during the currency of the first claim; complaints of discrimination and/or victimisation based on (a) alleged failures to respond to communications in 2018 relating to the settlement and in particular its tax consequences and (b) the allegation that the Respondents' solicitor had in 2018 viewed her LinkedIn page; and complaints of discrimination and/or victimisation based on allegations that the Respondents had (a) wrongly calculated the sum to be deducted from the settlement payment on account of tax and/or (b) failed to pay the sum deducted to HMRC.[2]

Facts relevant to the issue of capacity[3]

12. The first claim was, as I have mentioned, settled, but not before substantial involvement of the Tribunal. Two case management hearings had been held (before different EJs) and the scope of the dispute had been defined. The Claimant had fully engaged in the case management process and had robustly defended her corner. It was not suggested before me that there was any hint in the record of any doubt on the part of the Tribunal as to her ability to understand the key issues in the case or follow the procedural steps required of her. Nor, I find, is there any room for doubt as to the Claimant's ability to grasp the basic bargain which the Respondents' offer of settlement put before her. Indeed, in her oral evidence before me, she stated unequivocally that she did understand the proposed terms and the implications of accepting them.

13. I further find that there is no evidence of anything said or done by the Claimant prior to the settlement of the first claim to sow in the minds of those acting for the Respondents any seed of doubt as to her mental capacity to enter into a compromise of her legal claims.

[2] The sum was finally paid to HMRC a number of months after commencement of the instant proceedings.

[3] See also the findings which follow under the next heading. As will be more fully explained, the Claimant contends (*inter alia*) that she was not bound by the contract of compromise in the first case because she had not had the requisite mental capacity to enter into it.

Facts relevant to the time issue

14. It is common ground between the parties that the Claimant has a history of mental illness. The medical evidence identifies an insomnia problem in March 2016 and a diagnosis of psychotic depression in March 2017. She became very unwell in about December 2017. In November 2018 she experienced a depressive episode and was diagnosed with moderate depression. In August 2019 she was 'sectioned' for a period of 28 days. Fortunately, and to her credit, she has staged an impressive recovery from that low point. Taken by itself, the history as I have recited it would appear to suggest a steadily worsening picture up to August 2019. It is, however, apparent from other medical evidence before me that her condition fluctuated markedly over the period from 2016 to 2019. Thus, in June 2017 her consultant psychiatrist reported that she was doing very well and required no medication except for fish oil supplements. And in March 2018 the psychiatrist found that she was continuing to manage her symptoms very well without medication, although she might benefit from a simple mood stabiliser.

15. The Claimant has given ample evidence about her mental health. I accept much of what she says. It is plain that the condition has been acute at times. There have been moments when she has not felt in control of herself, her life and her destiny. I accept her evidence about hearing 'voices'. On the other hand, it is plain on her own case that, certainly during periods when her symptoms have not been acute, she has developed skills and interests, launched a small company and made exciting plans for her future (see Grounds of Claim, paras 70-72). And in her evidence before me she readily accepted that, throughout the relevant period, there had been times when she had been able to engage effectively with tasks and activities. The problem, she said, was the difficulty of sustaining her performance.

16. The Claimant rightly did not press before me a case to the effect that the delay in issuing proceedings was attributable to her ignorance of key facts. That would have been a difficult contention to maintain. She was writing correspondence as early as December 2016 alleging a deliberate over-deduction of tax from the settlement payment. In May 2018 she repeated the charge and in addition stated that she had first-hand information from HMRC that the Respondents had not passed the deduction on.

Facts relevant to the employment status issue

17. The Claimant did not dispute that the documents before the Tribunal appeared to show that she had entered into a contract for services with an agency and that she had been assigned by the agency to work for the Respondents on a temporary basis pursuant to a separate agreement between the agency and the Respondents. Confronted with these documents in cross-examination, she did not challenge them as fraudulent or bogus. She did say that her appointment was "temporary to permanent" and that she had accepted it on the understanding that she would in short order be added to the Respondents' permanent staff. She did not, however,

identify any date when that transition was supposed to have occurred. She did point to one document in the bundle in which she was named as a member of the employed establishment.

Abuse of Process and *Res Judicata*

18. The Claimant did not dispute the basic proposition that the law does not permit a former party to litigate a cause of action which has been validly settled in prior litigation. To do so is an abuse of the process of the Tribunal. She did, however, rely on incapacity as invalidating the settlement. A contract of compromise, like any other contract, may be voidable on the ground of a party's mental incapacity. The test, however, is a stern one. The party asserting incapacity must prove that, in entering into the settlement, he[4] had been unable to understand the general nature of what he was doing. Moreover, he must also prove that the other party had not been aware of his incapacity or, perhaps, had not had constructive knowledge of it.[5] 'Constructive knowledge' arises where a person, if not actually aware of something, is nonetheless privy to information such that he *ought* to have been aware of it.

19. Next, the Claimant said that the settlement was somehow vitiated by the Respondents' breach of it. The argument rests on a misunderstanding of how the law works. A fundamental breach, or breach of a fundamental term, may be accepted by the innocent party. If so, the effect of the acceptance may be to terminate future obligations under the agreement so that, for example, the innocent party is excused from performing any outstanding obligation, such as making further payment(s). But there is no basis for the dramatic contention that termination in this way entitles the innocent party to unpick the entire agreement and demand that all pre-breach performance be reversed.

20. Here, there was not only (subject to the incapacity argument) an effective settlement of the 2016 proceedings, but also a judgment giving effect to it by dismissing the claims. The effect of the judgment is to create an estoppel, precluding the parties from litigating afresh any cause of action so dismissed. The fact that the judgment is given without consideration of the merits is immaterial (see *Barber v Staffordshire CC* [1996] ICR 379 CA).

21. In my judgment the Claimant's position on this part of the case is hopeless. To the extent that she seeks to revive claims brought and settled in 2016, the new claim has the appearance of a straightforward abuse of process meriting summary dispatch. To this, she raises two objections.

22. First, she says that the 2016 settlement was void because she lacked capacity. She comes nowhere near to making out this ground. As explained above, to do so she would need to prove (the burden being firmly upon her) that at and around the time of the settlement she lacked the capacity to understand the general nature of what she was doing. The material before

[4] Or she: the masculine is used purely for the sake of brevity.
[5] See *Chitty on Contracts,* 9-075-100.

me inclines sharply in the opposite direction. It points to her having communicated rationally and lucidly with the Respondents' representatives and the Tribunal and to her having negotiated of her own free will an outcome which she fully understood and which was certainly far from unfavourable. As I have pointed out in evidence before me she candidly accepted that when she entered into the settlement she understood the basic bargain on offer, *viz* she would relinquish her claims and the Respondents would pay her £42,000 (less tax) for doing so. Having reviewed all the relevant material with care, I find that there is no evidence of *any* material impairment of her cognitive functions at the relevant time, let alone one meeting the high standard required to establish incapacity.

23. Moreover, as also explained above, even if incapacity were shown, the contract of compromise could only be avoided if the Claimant could also demonstrate that that the Respondents *knew* of it. I agree with Mr Halliday that there is no evidence that they were aware of anything to call her capacity into question. And if, on a proper reading of the law, 'constructive' (as opposed to actual) knowledge is enough, that does not help her because it self-evidently cannot be said that the Respondents ought to have been aware of an incapacity of which there was no outward sign.

24. For these reasons, the Claimant fails to get the argument based on mental incapacity off the ground.

25. The Claimant's second argument is that the settlement was somehow rendered ineffective by the Respondents' breach of it. Two sub-issues arise here: first, whether there was a breach at all and second, if there was, whether it avoided the contract. Success on *both* sub-issues is essential to the Claimant's case. As to the first, she says that the Respondents breached the COT3 agreement by deducting the wrong sum from the headline figure of £42,000. I am not at all persuaded of that. I can see no flaw in the figures set out in Mr Halliday's note. Her more persuasive complaint is about the time it took for the Respondents to account to HMRC for the deduction. Mr Halliday points out that the agreement said nothing about onward payment to HMRC, let alone any period within which such must be made. I agree but I am quite strongly inclined to think, contrary to his further submission, that the Respondents were, by necessary implication,[6] obliged to make the payment within a reasonable period. Any other analysis would mean that, under the agreement, it was open to them to hold the money (more or less) indefinitely, thereby depriving the Claimant (more or less) in perpetuity of her right to credit for the tax and national insurance contributions paid and a rebate of tax shown (after the end of the tax year) to have been overpaid. I would need to be persuaded that this view of the law was correct. I must emphasise, however, that my thoughts on this first sub-issue are strictly provisional: I decline to give any ruling on the question of breach because, as will next be explained, it is unnecessary to do so.

[6] For a recent restatement by the Supreme Court of the well-known principles on the implication of terms into contracts, see *Marks and Spencer plc v BNP Paribas Securities Services Trust Company (Jersey) Ltd* [2015] UKSC 72.

26. Turning to the second sub-issue, I am clear that the Claimant's argument is misconceived. The effect of the settlement agreement was that, in the ordinary way, the parties gave up their rights in the litigation and the relationship which gave rise to it in exchange for their new rights under the terms of compromise. If a party breaches any term of a settlement agreement, the innocent party is entitled to enforce it by suing on the new contract. But in the ordinary case prior rights under the original relationship – here the employment relationship – have gone: to use the legal parlance, they have 'merged' in the compromise. Exceptionally, parties *may* enter into a settlement which makes the abandonment of rights by X conditional upon performance by Y of a particular act (say, payment of a stipulated sum). But here the settlement was *not* expressed to be conditional and there is no reason to interpret it in that way. It follows that, whether or not the Respondents infringed the COT3 agreement, any breach on their part did not undo the overall settlement or entitle the Claimant to revive the 2016 claims.

27. The foregoing reasoning dictates the conclusion that the 2016 settlement was effective to compromise the earlier claims. There is no tenable ground for re-opening them. To the extent that they are repeated in the current proceedings, they amount to an abuse of the process and, without more, the only proper course would be to strike them out as having no reasonable prospect of success.

28. But there is more. Not only were the 2016 claims withdrawn, they were also dismissed by a judgment of the Tribunal. The effect of the judgment was (as explained above) to give rise to an estoppel presenting an absolute bar to any subsequent claim seeking to litigate the same cause of action afresh. It is not in question that the 2020 proceedings do exactly that. To the extent that they do, the principle of *res judicata* applies and the Tribunal has no power to entertain them. Striking-out under that principle is not a matter of discretion but simple obligation.

Time

29. I have only considered time in relation to the new claims. In so far as the Claimant seeks in these proceedings to resurrect the original claims, she has failed on abuse of process and/or *res judicata* grounds and the time issue does not arise. I only add for completeness that, had I seen the matter differently, I would have had no hesitation in upholding Mr Halliday's submission that the resurrected original claims were hopelessly out of time and the Tribunal had no jurisdiction to consider them. My findings on the new claims (which follow immediately) apply *a fortiori*.

30. The new claims are brought under the Equality Act 2010. By s123(1) it is provided that proceedings may not be brought after the end of the period of three months ending with the date of the act to which the complaint relates, or such other period as the Tribunal thinks just and equitable. 'Conduct extending over a period' is to be treated as done at the end of the period

(s123(3)(a)). Failure to do something is treated as occurring when the person in question decides not to do it (s123(3)(b)). Absent evidence to the contrary, a person is treated as deciding not to do a thing when he does an act inconsistent with it or, if he does no inconsistent act, on the expiry of the period within which he might reasonably be expected to do the thing (s123(4)). The 'just and equitable' discretion is to be used with restraint: its exercise is the exception, not the rule (see *Robertson v Bexley Community Centre* [2003] IRLR 434 CA).

31. I take the Claimant's case to be that in all the circumstances the Tribunal should (a) apply the concept of 'conduct extending over a period' in a manner which is favourable to her and (b) in so far as any discretion to extend the 'default' three-month time limit is in play, exercise it in her favour. I have carefully weighed all the relevant circumstances, but it seems to me that the two considerations of critical importance, on her case, must be the Respondents' failure (as she sees it) to do the right thing in relation to the deduction of tax from the settlement payment, and the impact upon her of her mental health condition.

32. Mr Halliday submitted by reference to all relevant factors that it would not be 'just and equitable' to apply a more generous time limit to the new claims than the standard three-month period prescribed as the 'default' under the 2010 Act.

33. In relation to the new claims, the dispute on time is arguable either way, but, after careful reflection, I am satisfied that the Respondents have the better case. I have several reasons. In the first place, I have reminded myself of the legislative setting in which this litigation is brought. The Employment Tribunals exist to deliver swift, practical, economical justice in workplace disputes. Essential to that end is the system of narrow, jurisdictional time limits for the bringing of claims. The policy of the law is that, if parties cannot agree matters privately and Early Conciliation fails, they should litigate promptly and then put their dispute behind them. The power to extend the primary time limit – at least that which applies under the 2010 Act – is widely framed but it is for the claimant in every case to show that the discretion should be exercised.

34. Second, the delay in bringing the claims under consideration was very great. Allowing for the six-day Early Conciliation period, any claim based on an act or omission occurring before 11 October 2019 is, on its face, outside the primary limitation period. The new claims based on alleged failures to "reinstate" the Claimant are presented as having occurred in 2016. She dates her complaints of failures to respond to communications and viewing her Linkedin page somewhere in or around mid-2018. And the allegations of over-deduction of tax and failure to pay the tax deducted to HMRC, even if these two matters are treated as jointly forming 'conduct extending over a period', are also, on any view, outside the primary period by a matter of

years.[7] And, to take the reasoning one stage further, even if, which appears deeply unrealistic, *all* the new claims were treated as together constituting 'conduct extending over a period' they would still be some 15 or 16 months outside the primary period.[8]

35. Third, I am not persuaded that the Claimant's poor health prevented or significantly impeded her from bringing her claims much sooner than she did. I base this assessment on my primary findings above, which I will not repeat.

36. Fourth, the new claims appear flimsy at best and fanciful at worst. The complaints of "failure" to reinstate do not rest on any alleged request for reinstatement. And the idea that the delay in making payment of the tax to HMRC or an alleged failure to reply to correspondence or the act of looking at a Linkedin page were the product of some unlawful motivation, rather than error or, in the latter instance, simple curiosity, seems far-fetched.[9] (Had I permitted them to proceed, I would certainly have invited submissions as to whether a deposit order in relation to some or all of the new claims should be made.) Given the evident weakness of the claims, the Claimant is little prejudiced by the operation of the limitation period.

37. Fifth, the exclusion of the new claims in this Tribunal on jurisdictional grounds will not, it appears, preclude the Claimant from contemplating (if so minded) proceedings in another forum to vindicate what appears to be her most promising complaint, namely that the Respondents breached the settlement agreement by unreasonably delaying payment to HMRC of the tax deducted, thereby causing her loss for which she should be compensated. If this is right, it further diminishes her (implicit) contention that the balance of prejudice favours extending the primary limitation period.

38. Sixth, extension of the limitation period to bring the new claims within the jurisdiction would certainly occasion prejudice to the Respondents. The quality of their evidence in seeking to resist serious allegations – in particular those of discrimination and victimisation – would inevitably be impaired given the passage of time. And the prejudice would not be limited to a large and faceless corporation: permitting these exceedingly stale complaints to proceed would also put at risk the feelings and reputations of flesh-and-blood individuals who have, for many years, been entitled to think that the events on which the Claimant relies were in the past.

Employment Status

39. It follows from my conclusions so far that it is strictly not necessary to decide

[7] Plainly, the later event, namely the failure to pay the tax to HMRC, must, given the terms of the 2010 Act, s123(3)(b) and (4) (cited above), be seen as having happened in 2016 or at the latest 2017.

[8] Counting from mid-2018. This analysis would stretch the statutory language in the Claimant's favour to breaking point given in particular the diverse subject-matter of the complaints, the fact that they involve different alleged actors and the substantial intervals of time which separate them.

[9] Some, such as that complaining about the Linkedin page being viewed, would also struggle to disclose an actionable detriment.

the employment status point, but it may be helpful for me to do so nonetheless.

40. Here I have not found the question left to me difficult. In *James v Greenwich London Borough Council* [2008] EWCA ICR 545 the Court of Appeal gave the following guidance (which I take from the headnote):

> **… in cases involving an agency worker, rather than considering whether the irreducible minimum of mutual obligations existed, the real question was whether it was necessary, in the tripartite setting of worker, employment agency and end-user, to imply a contract of service between the worker and the end-user to explain the provision of work by the worker to the end-user or the end-user's payment of the worker by the agency …**

41. I take the Claimant's case to be that her dealings with the Respondents establish that she was their employee despite the fact that the documents argue to the contrary. She also relies on one document which refers to her as if she was a member of the Respondents' establishment.

42. In my view it is plain and obvious that, read as a whole, the documents are consistent with the legal reality. The Claimant was engaged as an agency worker. It may be that she and the Respondents envisaged that she would swiftly become a member of their permanent staff, but that did not happen at any point during their short association. I am satisfied that she never had an employment relationship with the Respondents. The one document which appeared to say otherwise was simply wrong. Since agency workers often appear indistinguishable from permanent employees, such errors are unremarkable and insignificant.

Outcome and Postscript

43. My reasoning dictates the result set out in my judgment.

44. I should add that, in so far as the new claims seek to raise matters which were not pleaded in first claim but could have been, such complaints would have been ripe for striking out as an abuse of the process under the principle in *Henderson v Henderson* (1843) 3 Hare 100, ChD had they not been dismissed on time grounds.

45. My adjudication leaves one matter unresolved. The Claimant purports to claim moneys owed or damages for breach of contract (Grounds of Claim, paras 47-56). The Order of EJ Isaacson did not deal with this aspect. It seems to me that the money/damages claim must fail on the basis of my decision above that the Claimant was not employed by the Respondents. A claim for a sum due or for damages for breach of contract can only be brought in the Employment Tribunal by a person employed under a contract of employment: see the Employment Tribunals Act 1996, ss 3 and 42 and the Employment Tribunals Extension of Jurisdiction (England & Wales) Order 1994. Mr Halliday further argues (submissions, para 7, footnote 13) that the money/damages claim would be doomed even if the Claimant had been employed under a contract of employment because the sums claimed

did not become due on, and were not outstanding on, termination of the (alleged) employment (see the Employment Tribunals Extension of Jurisdiction (England & Wales) 1994, Art. 3(c)). At present I can see no answer to these points. Accordingly, the Claimant will be permitted 14 days from the date of promulgation of this judgment to deliver any representations on the question whether the money/damages claim should be struck out on either of the grounds relied upon.

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EMPLOYMENT JUDGE – Snelson
15/12/2020

Judgment entered in the Register and copies sent to the parties on 15/12/20

..... for Office of the Tribunal