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EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr M Trill

AND

Mace Limited

PRELIMINARY HEARING

HELD AT: London Central (remote hearing by CVP)

ON: 4 February 2021

BEFORE: Employment Judge Brown (Sitting alone)

Representation:

For Claimant: Did not appear and was not represented

For Respondent: Mr M Humphries, Counsel

JUDGMENT

The Judgment of the Employment Tribunal is that:

- 1. The Claimant's claim for breach of contract fails and is dismissed.**

REASONS

1. By a claim form presented on 9 September 2020 the Claimant brought a claim for breach of contract against the Respondent, arising out of an employment relationship which had started and ended on 8 September 2020.

2. This Hearing was listed at 2pm on 4 February 2021 as a Final Hearing to determine the Claimant's claim.

3. On 3 February 2021 at 13:04 the Employment Tribunal sent the Claimant the joining instructions for the hearing, explaining that it would be conducted by Cloud Video Platform.

4. The Claimant replied on 3 February 2021 at 14:27 saying, "What are you talking about? I requested to use Skype weeks ago. Who's is the email

address you've provided, in the joining instructions? I will not ask you for a password. I'm now considering your fraudulent. Reply asap please."

5. On 3 February 2021 at 16:28, another member of the Tribunal administrative staff replied to the Claimant, on the instruction of EJ Khan saying, "Employment Judge Khan has asked me to write to you, as follows: Tomorrow's hearing will be conducted by video using the Cloud Viewing Platform for which you have now received joining instructions. These instructions were sent to you by one of our Digital Support Officers at the London Central Employment Tribunal. Please follow the instructions provided to ensure that you are able to access and take part in the video Hearing tomorrow."

6. The Claimant replied to the Tribunal staff member yet further saying, "I won't waste your time. You seem fraudulent. Is this every one from the court contact me? Read the emails I've sent. You've been antagonistic here, why is it worth it for you?"

7. As the Claimant appeared to have misunderstood the joining instructions, appeared to have a preference for using Skype as a platform, and appeared to be indicating that he might not attend the Final Hearing as a result, on my instructions, the administrative staff member replied further to the Claimant on 4 February 2021 at 09:40 in the following terms,

"Employment Judge Brown has asked me to write as follows:-

The Hearing will proceed at 2pm today. If the Claimant does not attend, it will proceed in his absence.

The Cloud Video Platform ("CVP") is the secure video platform approved for use in all public Employment Tribunal Hearings. Other platforms are not approved for public hearings in Employment Tribunals.

CVP is best accessed from the Chrome browser which can be downloaded for free, as explained in the standard joining instructions sent to all parties for all Employment Tribunal public hearings.

The standard instructions which have already been sent also say:

" You can also join the CVP room from other video platforms, such as Skype, Teams or Lync, by using the address hmcts1221@meet.video.justice.gov.uk. The functionality is reduced if you use this method however."

The relevant Government website confirms all this:

[How to join Cloud Video Platform \(CVP\) for a video hearing - GOV.UK \(www.gov.uk\).](https://www.gov.uk/guidance/how-to-join-cloud-video-platform-cvp-for-a-video-hearing)"

8. The Claimant did not, however, attend this Hearing.

9. I decided that the Claimant had been given joining instructions for the CVP hearing, including joining instructions for using the CVP platform on Skype, as he preferred. I had warned him that the hearing would proceed in his absence. In these circumstances, I decided that it was fair to proceed in his absence.

10. I heard submissions from Mr Humphries, who appeared for the Respondent.

The Claim

11. The full particulars of the Claimant's claim, as stated on the claim form, were as follows:

“James the manager at Mace did not have a fair processing notice to provide me, was reluctant to provide and upon me receiving found it was not coherent with his statement of data storage regarding me. I'm always made to sign contracts, for short term work and I'm often let down with the time frame. Who wants me to sign so many contracts and talk to people?”

12. Having reviewed the pleadings I had written to the Claimant on 19 November 2020 saying, “What is the breach of contract on which you rely? Please respond to the Tribunal by 26th November 2020”.

13. By 14 December 2020 the Claimant had not replied. On that day, the Respondent sought a further order that the Claimant provide particulars of his claim, failing which the claim would be struck out.

14. The Claimant wrote to the Respondent on 16 December 2020 at 10:12 saying, “Its on the application on your website”.

15. He wrote again on 16 December 2020 at 12:07 saying, “Hi Clare, I went on the gov.uk website with my application I gave information. I will explain more to help you and the defendant. There was a breach of contract. I feel it would be worth it to take interest in my data and Mace Group are involved. I feel that there are employees at the Mace site on Exmoor Street who contribute to damaging my memory and nature of emotions in person and with the use of technology. I therefore want 750,000 from Mace. Please forward this to Mace. I expect to receive a link for the online court hearing in the future.”

16. At 12.19 on 16 December 2020 the Claimant wrote once more to the Respondent saying, “Hello Clare, since working there I have turned on an old phone and had a number of people contact me on Whatsapp as soon as it turned on at around 9pm. There was a member of the agency who referred me to the Mace site. This member of the agency thought I still worked on site weeks later. He showed a picture of himself on his profile that resembles a male who has died who used to be with an ex partner of mine. He was also holding a baby. I'm quite concerned about this. I want to know why he would

think I still work on site and who he is? Did he think I was asleep at 9pm or was he trying to make me worry about being a victim of fraud?"

17. At 12.42 on 16 December 2020 the Claimant wrote yet further to the Respondent saying, "Pardon me, I'm requesting £600,000 from Mace Group. Not £750,000."

18. The Claimant did not, however, reply to the Tribunal's request to provide particulars.

19. At this Final Hearing, I looked at the Claimant's pleaded claim and the particulars he had sent to the Respondent, to discern whether he had stated any facts, or legal case, which might amount to a breach of contract.

20. I could discern no breach of contract claim – or any other legal claim over which the Tribunal has jurisdiction - in anything the Claimant had written.

21. I therefore decided that the Claimant's claim failed and must be dismissed.

Employment Judge Brown

Dated:4 February 2021.....

Judgment and Reasons sent to the parties on:

16 February 2021

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For the Tribunal Office