EMPLOYMENT TRIBUNALS

Claimant: **Mrs. E Corbett**

Respondent: **Ffestiniog Railway Company Ltd**

Heard at: **By CVP On: 5 and 6 January 2021**

Before: Employment Judge R Powell

Representation:

Claimant: **In person**

Respondent: **Mr. McDevitt (Counsel)**

Judgement having been given at the hearing, upon the written request of the claimant, the following written reasons are provided.

REASONS

Introduction

1. By a claim form presented on 3 June 2020 Mrs. Corbett asserted; "I have been employed on a seasonal basis from March to October every year since 2006. I have never had to apply for my job and it has never been advertised either internally or externally. I was due to start work on March 28 2020 but I had not at this point received a contract of employment but was verbally informed the dates I would be working during my first week of employment. This was standard practice."

2. She then goes on to say that she was not furloughed and had not been offered payment in lieu of notice. She was offered, by a letter dated 20 March 2019, (which we now know was 2020) a zero hours contract.

3. She asserts that she had the benefit Fixed Term Employee Regulations 2002 meant that she had continuity of employment. She then cites that there was a failure to provide a redundancy payment, if

the Respondent was not under a duty to furlough her employment given the COVID lockdown of 23 March 2020.

4. The Respondent denied the claim and the matter was set down for a Preliminary Hearing before Employment Judge Moore who recorded the claims in a more succinct fashion; identifying an assertion of less favourable treatment and/or dismissal by reason of the fixed term employee status, a failure to pay redundancy payment and a breach of contract in respect the alleged failure pay notice pay. Employment Judge Moore noted that the Claimant wished to make an application to add an "ordinary" unfair dismissal claim and a claim for age discrimination.

The Issues

6. The decision of Employment Judge Moore was that a Preliminary Hearing would take place to determine the following: -

"Has the Claimant's employment been terminated? If so, what is the effective date of termination?

Should any limitation issues be determined at the Preliminary Hearing and should they be dealt with as part and parcel of the main hearing?

What is the Claimant's period of continuous employment?"

7. In this case the Respondent contends that the Claimant was engaged on a series of fixed term contracts and continuity of employment was broken between each contract. Before me the Claimant's now rests on the effect of Section 212(3)(b) &(c) of the Employment Rights Act 1996.

8. It was agreed at the outset that it was logical to first determine the issues of continuity of employment and dismissal as there was a factual and evidential nexus between those issues and the vast majority of the 279 pages of the bundle before me focused on those issues. I would then address any applications to amend the claim

A synopsis of the parties' positions

9. The Claimant stated that her dismissal occurred in March 2020 when the Respondent did not renew her fixed term contract or did so on terms which could only be viewed as a termination of the previous contract.

10. With respect to continuity, she says she has a stable pattern of seasonal fixed term employment contracts and the periods between those contracts were either instances of temporary cessation or, as developed in her evidence and submissions, a custom or arrangement, her argument engaged subsections (b) and (c) of Section 212(3) of the Employment Rights Act 1996.

11. The Respondent contends that each of the seasonal fixed term contracts were discrete and they could not be considered to be temporary cessations. Further the clarity of the written terms of the contract made clear that each contractual engagement was a discrete occasion of employment, that the contract stated that no previous period of employment with a previous employer contributed to her continuity of employment, there were express dismissals and that, for instance, any payment of accrued holiday pay was paid in lieu rather than being treated as a period of employment post the agreed termination date.

12. I do not intend to go through each detail of the evidence, but it is sufficient to say that in the course of cross examination Mr. McDevitt took the Claimant through each and every offer letter, written acceptance, contract, new starter form and P45 which the parties had retained for the years between 2006 to 2019.

13. The purpose of that exercise was to evidence the consistency of the Respondent's approach (albeit there were moderate variations in the way matters were expressed over the years) and that the P45's had become issued on a regular basis since 2016.

The Evidence

14. To determine the case, I had the benefit of hearing from Mrs. Corbett on her own behalf I also had the benefit of hearing from Miss Vincent who was the effective HR Manager of the Respondent and has been employed in managerial/administrative capacity since 2006; as long as the Claimant had been employed.

15. I have also considered a paragraph from a witness statement in the form of an email from Miss Charlotte Rowley, she is a peer of the Claimant and she submitted a 3-paragraph statement. It was common ground that only the first paragraph was relevant to the two issues with which I am now concerned. The balance appears to be more relevant to the merits of the Claimant's application to amend her claim or the merits of her fixed term detriment claim.

16. After Miss Vincent's evidence there appeared to be no dispute between the Respondent and the Claimant as to the content of Miss Rowley's first paragraph it was considered not necessary to call her evidence at this hearing at all.

17. I had no cause to doubt the honesty or reliability of either witness who gave evidence before me. There was an inevitable risk of incomplete recollection in a case that spans 16 years of contractual relationships. It is also the case that Miss Vincent's witness statement included accounts of events that she had received from colleagues but to which she was not a witness. Whilst that in no way reflects upon her integrity or her candor, it is necessary to note that hearsay evidence, particularly if not corroborated, carries less weight than direct evidence from witness to the event in question.

18. In light of the above, I make the following findings of fact on the balance of probabilities.

19. The Respondent operates a narrow-gauge railway in the Snowdonia National Park; a tourist attraction which runs through some of the scenic parts of North Wales using steam locomotives.

20. On the evidence of Miss Vincent, the Respondent has a core group of employees who number around 70 who deal with the management of maintenance of tracks, stations, carriages, locomotives as well as the day to day management of the business.

21. During the tourist season, which is usually from around Easter through to the end of October school half-term, the Respondent employs around 75 fixed term employees. This cohort of fixed term employees are taken on to assist with the volume of worked created by tourists who are attracted to ride on the train either in what I will call the summer season, or in the Christmas/early New Year; when the Respondent runs "Santa trains". Thus, there is a marked difference in the Respondent's function

between March and November or late December to early January. In those periods the trains, so far as I understand, run every day, in other periods the trains are not run at all or do so infrequently.

22. Although I have not been provided with financial documentation it is evident from the contemporaneous documents that there were years when the Respondent found itself in straitened financial circumstances. Those circumstances were a material consideration as to the number of fixed term employees who were recruited each year and the number hours which they were asked to work. See for instance the letter of 23 January 2009 at page 74.

23. I have stated I do not intend to set out the content of each and every offer letter or contract. I do find, in broad terms, that there was a consistency between those terms across the years. Before I set out my findings on those documents, I deal with one or two points.

24. I find that in the first two or three years of the Claimant's relationship with the Respondent she was asked to apply for her post.

25. I find that thereafter, on the documents before me, it was more often the case that the Claimant was made an offer of employment without prior discussion. The offer and contract, and the latterly the New Employee form contain a consistency of content which I shall now set out.

26. The offer letter would set out specific dates for the commencement and termination of the contract that was offered to the Claimant. She would be required to consent to those terms albeit it might well be that that her consent occurred on the same day on which the contract commenced (see page 88 and the contract of the same date at pages 89 to 94).

27. Within the contract, clause 2.1 consistently said "your employment with the company will begin on" and a date is set, and then sub paragraph 2 stated consistently; "your employment with any previous employer does not count as part of your continuous period of employment with the company".

28. Clause 6 set out the hours of work which were usually expressed as "up to" although on certain occasions they expressed a minimum number as well.

29. Clause 7.3 stated that on termination any holiday that had not been taken would be paid in lieu and, whilst I note that the Respondent agreed to make any lieu payment in stages to avoid a temporary tax liability that might be incurred by the Claimant (and therefore put her to the difficulty of going through an application for a rebate) it was, in my Judgment, a payment in lieu and did not evidence any continuity of the contract beyond the stated termination date.

30. Further, in each year the period of notice of termination of contract, prior to the expiry date, was; "one week either way".

31. I find that these elements were consistent between the years 2006 and 2019.

32. There was another element which was infrequent but repeated on occasions; a requirement for the claimant to undertake a first aid at work course. For this purpose, the Claimant would have her employment extended and an example of this was the letter of 31 October 2010 which extended the Claimant employment up until 12 November with a statement; "we will not process your P45 but will keep you "on hold" on zero hours contract as we will welcome your help over the Santa and Christmas periods".

33. Lastly the letter stated; “we will be very pleased to see you back at Blaenau Ffestiniog next year so, if you are interested in working for us again, please apply to me in writing at Harbour Station before 23 January. Thank you for all your hard work again this season” (page 98).

34. The standard Christmas contract period was between mid to late December and early January; when each year the Claimant was engaged whilst the Santa trains were running.

35. I was briefly concerned, and I raised this with the parties, about an apparent discrepancy with the duration of employment recorded in the contracts and a summary of the Claimant's periods of work set out at page 46 of the bundle which I understand was prepared by Miss Vincent. This appeared to show longer periods of continued employment in the early years.

36. I have taken that point into consideration because it is part of the Claimant’s case that from early on in her employment, she retained a set of keys and a security fob for the Blaenau Ffestiniog station where she was primarily employed and, as set out in paragraph 1 of her statement, there were occasions when she; “sometimes worked at other times to cover for staff absences”. In the absence of any direct evidence from Miss Vincent, which I do not find surprising given her role was not at Blaenau Ffestiniog, I find that:

(a) The Claimant did retain those keys and the security fob and;

(b) That she had been asked on occasions to assist the respondent outside of the periods set out in her contracts of employment. I also find that on the evidence before me that such work was not recorded and not paid.

(c) Miss Vincent was not aware of such activity either directly or through any of her colleagues.

37. One purpose of going through the Schedule at page 46 in detail was to try and make an accurate assessment of the Claimant’s relative ratio of time under contract to her the time outside contracts with the Respondent.

38. I note there is a large degree of agreement between the parties on that ratio. Mr. McDevitt had made his own assessment and said that the Claimant was, broadly speaking employed for 70% of each year.

39. I, by my own estimate, concluded (after some effort to accurately add up each and every day of work by the claimant throughout the years, reached a conclusion that the Claimant spent of 71%, of each year in respondent's employment.

40. It is important in my Judgment to take into account the fact that that there were two regular breaks in employment in each year. The first breach was between end of the Santa Trains contract in early January and the start of the summer contract which, averaged out, commenced in early March and usually concluded on a date between late October early November with occasional years when her employment ended in mid to late December.

41. Whilst I more than content that it is proper to consider the cumulative ratio of annual employment to annual unemployment with the respondent) I think it is also important when reaching my decision that I identify and address each cessation and do not lose sight of the fact that there are two cessations for each year.

42. I also find that after 13 years of continuous summer and winter service, there was a mutual expectation between the Claimant and the Respondent that the Respondent would offer her such work as would become available. I also find that in the latter years it is evident that the Claimant was receiving correspondence indicating that the Respondent's expectation, or hope, that she would work for it in the following year. That was certainly the case in the year 2020 because the Respondent had, before making any offer to employment to the Claimant, included the Claimant on a draft roster for work for the "summer season" of 2020.

43. I do not find that this expectation amounted to any contractual undertaking or that it was to use the parlance, evidence of "an umbrella contract". That said, I consider that my finding of a mutual expectation of the parties is a relevant consideration which I will take into account.

44. I find that the last day on which the Claimant worked for the Respondent was 8 November 2019 and that she was next formally offered a contract by the employer by a letter dated 20 March 2019, but it is common ground that should have read 2020, (page 267). It offered the Claimant the opportunity to commence employment on 28 March on a "zero hours basis".

45. There are some other matters of fact which are particular to the separate issues which I will address within my discussion and conclusions which I have set out above is the broad spine of the findings of fact that I have made.

Discussion and Conclusions

Dismissal and the effective date of termination

46. I consider it appropriate to first deal the questions; was the Claimant dismissed, and if so, when? I note that when a contract for a fixed term expires it terminates by the effluxion of time rather than as a result of any other act by the employer or employee.

47. In this case it is not disputed that the last documented contract expired on 8 November 2019.

48. I had regard to Section 95 of the Employment Rights Act and note that under Section 95(1)(b) an employee is dismissed by his employer if he is employed under a limited term contract and that contract terminates by virtue of the limiting event without being renewed under the same contract. The "event "in this case is the agreed termination date.

49. By reason of the above, I find the termination of the claimant's last contract was a dismissal.

50. I turn now to the Claimant's case as to when her employment was terminated. I must first note that on the claim form the Claimant asserted that she was, at the date of presentation of the claim in June 2020, still employed and asserted that her contract was likely to end in October/November 2020.

51. In submissions the Claimant first said that, because her last contract had ended on 8 November 2019 and she could not know that she would not be employed again, or at least employed again on similar terms, until she received the letter from the Respondent dated 20 March 2020 that was the effective date of her termination. Taking this point in isolation the claimant's argument that does not really amount to a submission which is contrary to the Respondent's position; that the dismissal occurred on 8 November 2019.

52. After some encouragement by myself perhaps, the Claimant said her second argument was that she had a contract which was formed on 14 March 2020. It was formed through verbal statements between herself and her colleague Charlotte Rowley. Miss Rowley's statement says this;

53. "I can certainly confirm that you (that is the Claimant) were on the roster for the first week the trains were due to run this season. I particularly remember this as I was concerned that you were to do the very first day, March 28, and would not be fully conversant with the multiple changes that have been introduced over the winter. I thought we should be rostered together at least for your first day so I could fill you in. The roster for the entirety of the first week and also for the following were available before the commencement of the train services (I think more but can't remember for sure) and when you called at Harbour station. I gave you a scribbled note of the first day that you were due at work, I also promised to get a copy of the roster that would be available in the Blaenau booking office."

54. The Claimant's evidence is set out at paragraph 3 of her statement:

"I called in to the Porthmadog booking office on Saturday 14 March to check what days I would be working and was told that I was on the roster for 4 days a week starting Saturday March 28. I believed this constituted a legally binding verbal contract. The week before I was due to start, I received a letter from the company saying that due to the impact of COVID-19 I would no longer be required to work and offering me a zero hours contract (which I refused on the grounds that it might have been prejudicial)."

55. The account in her witness statement does not fit easily with the account as set out in Section 8.2 of the ET1 in relation to her contact and the character of the discussion with Miss Rowley although there is clearly reference to that discussion in that section.

56. Similarly, the Claimant's email to the Respondent of 25 March 2020 (page 269) does not suggest that she had, by that date, agreed a contract for the year 2020. Further, the Claimant's formal grievance of 5 April does not assert that she had a contractually binding agreement as of 14 March 2020, if anything her assertions in the last paragraph of the grievance weigh against that.

57. So, on the evidence before me, looking at the accounts of the Claimant and the evidence of Miss Rowley, that evidence does not suggest that there was an offer and an acceptance nor any intention to be legally bound to an agreement. Further, I find that the Claimant and Miss Rowley were peers and that Miss Rowley had no authority to enter into a contract and that the Claimant was aware of Miss Rowley's status.

58. The Claimant has also said in submissions that it would be common for the Claimant to be engaged in a contractually binding relationship by a verbal exchange. On my review of the documents, I can find occasions where the Claimant's acceptance of the offer of employment was signed by her on the same day, she signed the contract, but I have found hardly any instances where the Claimant had not signed her written contract before she commenced work. Whilst I do accept the possibility of a verbal agreement, such an event l does not sit easily with the Claimant's contemporaneous account, her pleaded case or the evidence of Miss Rowley. Taken at their highest, those elements of the evidence do not amount to a sufficient foundation upon which I could conclude, on the balance of probabilities. that an oral contract had been concluded between the parties on 14 March 2020. For these reasons I make a finding of fact that there was no contractual agreement formed on that date.

59. In any event, Ms. Rowley's indication of the Respondent's intention to offer the claimant employment, did not identify the proposed terms of employment which, as expressly stated in the Claimant's witness statement and her pleading, she did not accept when offered to her by the letter of 20 March 2020.

60. For the above reasons, I find that the last date on which the Claimant was under a contract of employment with the Respondent was 8 November 2019.

Continuity of employment

61. I turn then to the issue of the continuity of employment. I have reminded myself of Sections 210 through to 217 of the Employment Rights Act 1996, albeit in practice it is only sections 210 to 212 that have played any significant part in the submissions of the parties.

62. Section 212 states:

Weeks counting in computing period

(1) Any week during the whole or part of which an employee's relations with his employer are governed by a contract of employment counts in computing the employee's period of employment.

(2) . . .

(3) Subject to subsection (4), any week (not within subsection (1)) during the whole or part of which an employee is—

(a) ...

(b) absent from work on account of a temporary cessation of work, [or]

(c) absent from work in circumstances such that, by arrangement or custom, he is regarded as continuing in the employment of his employer for any purpose, . . .

(d) . . .

counts in computing the employee's period of employment.

(4) Not more than twenty-six weeks count under subsection (3)(a) . . . between any periods falling under subsection (1).

63. The Claimant and Respondent have in their submissions referred to both sub paragraph (b) and (c), I will address sub paragraph (c) first because my conclusions on this are largely based on my direction in law.

Custom or arrangement

64. With regard to "custom", in Curr v Marks & Spencer Plc [2002] EWCA Civ 1852, [2003] ICR 443 it was identified that to establish a custom three elements must be present:

(1) the arrangement must be understood by both parties to have the requisite effect;

(2) requisite effect is that the employee was regarded as continuing in the employment of the employer and;

(3) that it is sufficient if he or she is so regarded for any purpose not necessarily all the purposes of the contract, see Wishart -v- National Coal Board [1974] ICR 460.

68. It is imperative that the Tribunal looks at the parties' relationship and the facts as known at the outset, which is somewhat different to the approach I am required to take under the sub paragraph (b).

69. I find as follows: (1) The Respondent did not understand that the pattern of fixed term contracts which were dictated by the seasonal ebb and flow of visitors had the “requisite effect”. I find the contrary was true; the Respondent considered that each period of employment upon termination was a complete cessation of the relationship and that, at its highest, the Respondent would choose to offer the Claimant work, if the need for temporary seasonal staff arose, and the character of that need encompassed tasks which the Claimant, amongst other in the cohort of temporary staff, was suited.

70. I am somewhat doubtful whether the Claimant believed the breaks in her employment were, by custom, considered to be continuations of her employment. I note that she raised no complaint when she was not recruited to work for the Respondent for the winter period between 2019/20. Secondly, she did not express the existence of any such custom in her grievance or her claim form. In particular, I note that her grievance contains a succinct statement of her case in respect of the Fixed Term Employees Regulations and statutory effect of section 212(3)(b) but does not mention "a custom" as a matter which she believed existed at the time.

71. For these reasons I do not consider that the evidence before me amounts to a sufficient foundation for the conclusion that there was a “custom”.

72. I have considered the guidance in Murphy -v- Avery and Sons Ltd [1978] IRLR 458 and The London Probation Board -v- Kirkpatrick [2005] IRLR 443 I am aware that there has been some controversy, but I consider myself bound by the Judgment of Blackstaff J in Western -v- Deluxe Retail Limited t/a Madhouse (in Administration) [2013] IRLR 166 thus the fundamental point remains; did the arrangement exists at or before the temporary cessation of work commenced. My factual findings in respect of "custom" are same in this respect and again I find there is no sufficient foundation to conclude that such an arrangement existed.

Temporary Cessation

73. I turn then to the temporary cessation argument under Section 212(3)(b). In this case I find there was a regular pattern of contracts, this was a matter that was agreed.

74. I find the total period with which I am concerned is from the initial contract which commenced on 12 April 2006 through to the completion of the last contract on 8 November 2019. The entire period is about 163 months and as I have stated; Mr. McDevitt, the Claimant and myself have all expressed that the ratio of employment overall was about 70% in employment with the respondent and 30% out of that employment per year.

75. I found that there were two breaks in the Claimant’s employment each year. These breaks were consistently, in broad terms, from January to March and from early November to mid/late December.

76. There is no dispute that each of those breaks was “on account of” temporary cessations of work as they are associated with the decline, or stopping, of tourist train excursions.

77. The main area of dispute that remains is whether or not the periods were “temporary”. I have been taken to several authorities and I have had the benefit of considering an excerpt from the IDS Employment Law Handbook on Atypical and Flexible Working.

78. I firstly note that there are, on occasions, perceptions of a conflict over the method by which an Employment Tribunal should approach the assessment of how long a period of cessation of work can be before it can no longer be described as temporary.

79. The guidance from the case law such as Fitzgerald which was approved in Ford v Warwickshire County Council [1986] IRLR 126, [1983] ICR 273 indicate that there are circumstances in which longer periods of unemployment might be considered temporary but, in each case, so much depends on the Employment Tribunal's finding of fact.

80. In Ford Lord Diplock, at page 285, said that 'temporary' meant lasting only for a relatively short time, and that it was necessary to ask whether the interval between the two contracts was short in relation to their combined duration. This has become known as the 'mathematical' approach. I take particular note that, in cases of regular patterns of cessations, a mathematical assessment of proportions of time in employment is a relevant consideration in determining whether a cessation is temporary.

81. The period of cessation should be considered against a timescale of weeks rather than months; the character of the cessation is obviously something less than permanent or perhaps something more than transient, and, in the context of the whole period in question, the cessation, or cessations are a “relatively short time”.

82. For instance, in Seymour -v- Barbour and Heron [1970] 5 ITR 65 the Divisional Court was somewhat hesitant to say that a cessation of 31 weeks was short enough to be considered temporary. In Price -v- Sid Long Stockton Limited [1976] in context the Tribunal thought two years was too long.

83. In Flack v Kodak Ltd [1986] IRLR 255, [1986] ICR 775 the Court of Appeal decided that the correct approach in deciding whether a gap in an employee's employment, during which he is absent from work on account of a cessation of work, is a temporary cessation for the purposes of 212(3)(b), is to take into account all the relevant circumstances and in particular to consider the length of the period of absence in the context of the period of employment as a whole.

84. The first relevant factor I take into account is the nature of employment which, in this case is seasonal, regular and, in my judgment, predictable. Second is the length of prior and subsequent service. The claimant's overall service spanned 14 years entailing multiple periods of service as I have set out above. The duration of the breaks I have set out already.

85. The next is what was said when the break in employment occurred., In this case there were express dismissals on the occasion of each break and the employee's period of employment was identified in the contract which was provided at the outset of each period of employment, and if the duration of the contract was subject to variation, then certainly in the later years, that was documented.

86. The next issue is what happened during the breaks. The Claimant has emphasized that she retained respondent’s station keys, that on occasions she assisted when an employee was absent. She

stated in her evidence and submissions that the Respondent provided an ad hoc rail pass, which gave her the benefit of discounted travel and which could be used during the breaks in employment.

87. Miss Vincent confirmed it was usual for the respondent to offer a rail pass to employees with at least 6 months service. The Claimant was allowed to have a rail pass, and have it re-issued, albeit that her employed service in annual summer period would not always amount to 6 months of continuous service. She was allowed to continue to use the rail pass in the period between the end of one period of employment and the beginning of the next period of employment.

88. I also take into account the overall period of employment and I also take into account the cases to which the Respondent and Claimant referred to me.

89. There is no dispute in this case that the cessations of work were consequent to reduction in work available to the respondent; the seasonal absence of demand for train excursions.

90. The Respondent placed emphasis on the case of Sillars v Charringtons Fuels Ltd [1989] IRLR 152, [1989] ICR 475 in which the Court of Appeal held that it was open to an employment tribunal, after considering the matter in the round, to conclude that the 'mathematical' approach should be applied in an appropriate case (for example, where there was a systematic pattern of events). That there was an intention to re-employ the applicant later did not necessarily mean that the cessation of work was temporary in the sense of being for a relatively short time.

91. I have also considered another case set out in the same IDS Handbook of Jones -v- Countrywide Holidays Association Limited EAT 2984/96. In that case the Claimant had worked as a housekeeper for a holiday home business between March and October every year from 1967 through to 1995. She had worked every Christmas from 1979 to 1994 with two exceptions and she had a short period off in between those two periods of her work. In that respect there is some apparent parallel with the Claimant's case.

92. The Employment Appeal Tribunal upheld the judgment that there was continuity; taking into account the proportion of time the claimant was not employed each year and taking into account the enduring character of the employment relationship.

93. The particulars facts of the above cases are illustrations of the application of the principles which I must adopt. I am cautious that illustrations are not safe indicator of how I should make a Judgment in this case; I must make my decision based on my findings of fact and the guidance of the higher courts.

94. I find that overall, the Claimant was in an employment relationship with the Respondent for around 70% of each year.

95. I find that there were two regular cessations per year. The character and duration of those cessations I have set out above.

96. I find that there was an expectation between the parties, certainly in the latter years that the Claimant would be offered any employment if it was (a) appropriate to her previous experience and (b) there was such a need.

97. Whilst I have considered with care the Respondent's submission that the annual periods of unemployment (around 30%) were too great to be reasonably viewed as temporary, looking at the matter in the round, and trying to take into account all of the points to which the authorities guide me, I find that this is case where the cessations of work were temporary and did not amount to a break in the continuity of the Claimant's employment.

98. I therefore find that the Claimant had continuous employment with the Respondent to the date of her dismissal on 8 November 2019.

99. Due to the limited time available at this hearing, matters relating to the limitation period for the presentation of the claims must be determined at the final hearing.

_____

Employment Judge R F Powell

Dated: 25th March 2021
JUDGMENT SENT TO THE PARTIES ON

20 ARPIL 2021

…….

FOR THE SECRETARY OF EMPLOYMENT TRIBUNALS