EMPLOYMENT TRIBUNALS

Claimant: **Mr H Rahim**

Respondents: **(1) The Big Word**
(2) thebigword Overseas Interpreting Limited

Heard at: **East London Hearing Centre (by Cloud Video Platform)**

On: **16 and 17 September 2021**

Before: **Employment Judge R Barrowclough**

Representation:

For the Claimant: **In person**
For the Respondents: **Mr Richard Ryan (Counsel)**

This has been a remote hearing which has not been objected to by the parties. The form of remote hearing was by Cloud Video Platform. A face to face hearing was not held because the relevant matters could be determined in a remote hearing.

RESERVED JUDGMENT

1. **The correct identity of the appropriate respondent to the Claimant's claim is confirmed as being thebigword Overseas Interpreting Limited, the Second Respondent, and the First Respondent is removed as a party to this claim, pursuant to rule 34 Employment Tribunals (Constitution & Rules of Procedure) Regulations 2013.**

2. **The Claimant's complaints are identified as being (a) disability discrimination, (b) discrimination on grounds of religion or belief, (c) being subjected to a detriment and/or dismissed for making a protected disclosure, and (d) for notice pay, holiday pay, and other payments.**

3. **All the Claimant's complaints are struck out on the grounds that they were presented out of time, and the Tribunal has no jurisdiction to hear and determine them.**

REASONS

1 By his claim, presented to the Tribunal on 22 September 2020 and which identified the First Respondent as the sole respondent, the Claimant Mr Haziz Rahim put forward complaints of (a) unfair dismissal, (b) disability discrimination, (c) discrimination on grounds of religion or belief, and (d) that he was owed notice pay, holiday pay, arrears of pay, and other payments. The Claimant asserts in his ET1 that he was employed by the First Respondent as an interpreter/translator between 26 February 2019 and 4 March 2020, and states (at section 8.2) that he would *"like to make a claim against TBW and TBW Global"*. He states that, whilst he was hired as an independent contractor, he was exploited and used as an employee; and also raises an allegation of *"whistleblowing at work"*. Annexed to the Claimant's ET1 is an unpaginated and unindexed bundle of documents, which runs to hundreds of pages.

2 An ET3 Response form was served and filed by solicitors on 7 December 2020. That identifies the Second Respondent, rather than the First Respondent, as being the correct respondent to the Claimant's claim, it having entered into a written contract with the Claimant on 23 January 2019. Very much in summary terms, the Second Respondent goes on in the ET3 to dispute and resist all the Claimant's complaints on both substantive and jurisdictional grounds. The jurisdictional grounds include that all the Claimant's complaints are out of time, and that the Tribunal therefore cannot hear and determine them; that the Claimant was engaged as a self-employed independent contractor, rather than an employee of the Second Respondent; and that the complaints relate to matters occurring or arising in Afghanistan, outside the Tribunal's territorial jurisdiction.

3 The Claimant's claim was listed for a Closed Preliminary Hearing, which took place on Tuesday 26 January 2021 before Employment Judge Hallen via the Cloud Video Platform, when the Claimant represented himself and Mr Ryan appeared as counsel for the Respondents. At that hearing, the Claimant's complaints of unfair dismissal and for arrears of pay were dismissed upon withdrawal, and the Tribunal listed the remainder of the Claimant's claim for an open preliminary hearing to determine (a) what are the complaints put forward by the Claimant, (b) whether the complaints in the claim form have been submitted in time, and (c) to identify the correct respondent to the Claimant's claim.

4 That hearing took place before me on 16 and 17 September 2021. Once again, the Claimant represented himself and Mr Ryan appeared for the Respondents. The hearing proceeded by way of Cloud Video Platform. A day or two before the hearing, the Claimant had informed the Tribunal that due to his *"long term ongoing hearing problems"* he had had trouble following the preliminary hearing in January, and accordingly the forthcoming hearing was converted to a hybrid, whereby the Claimant could attend the Tribunal in person. In the event, he chose not to do so but participated remotely and, I record for the avoidance of doubt, had no apparent or expressed difficulty in comprehending or following the proceedings.

5 I heard oral evidence from the Claimant and from Mr Paul Clark, the Head of Global Operations for the group of companies that includes the Second Respondent. In addition, I read statements from Mr Mirza Khan Haqmal and Mr Farooq Khan, neither of whom attended the Tribunal, which were presented and relied on by the Claimant. I also heard closing submissions from the Claimant and from Mr Ryan on behalf of the Respondents,

both of them having prepared written submissions as well. The documentation provided for this hearing was very extensive. The agreed hearing bundle runs to some 935 pages, including a 190 page letter before action which the Claimant had drafted and sent to the Respondent on 10 August 2020 (page 348 and thereafter). The Claimant's witness statement is 100 pages long, containing 856 numbered paragraphs; and I read from paragraph 686 onwards until its conclusion, since the Claimant there focuses on and deals with events on or after 29 February 2020, the date on which the Claimant's engagement with the Respondents (or either of them) apparently came to an end. In addition, the Claimant had prepared a 12-page skeleton argument which I also read. At the conclusion of the hearing, and since it seemed to me inevitable that full reasons would be required and were in the interests of justice, I reserved my judgment.

6 The relevant factual background can be summarised as follows. The Second Respondent is a member of an international group of companies of which the ultimate holding company is *'thebigword Group Limited'*, whose registered office is in Lower Wortley, Leeds. The group provide interpreter and translator services internationally, and have a '*defence and international security*' department or section who provide interpreters and translators for various armed forces, including (at the relevant time) those in Afghanistan. From the correspondence I read, it is frequently referred to by those who work for it and others as '*TBW*' or '*TBW Global*', no doubt for speed and ease of reference. I was not taken to any CV or resume for the Claimant, or told of his particular linguistic abilities, but plainly he is an experienced and skilful interpreter.

7 At pages 248 – 265 in the hearing bundle are emails dating from November 2017 which relate to the Claimant's application to act as a standard interpreter working alongside the US army in Afghanistan, which application was approved in December that year, any such engagement apparently lasting for a period of up to two years. That correspondence was between the Claimant and recruiters or managers for '*thebigword.com'*, which is there expressed to be the trading name of the international group of companies identified in the preceding paragraph. I was not taken to any contract or agreement relating that engagement. Subsequently, and I presume following the completion of that engagement, the Claimant and the Second Respondent entered into an '*agreement for services*' dated 23 January 2019. A copy of that agreement is at pages 255 to 261 in the bundle. In summary, the Claimant there agreed to provide his services as a linguist, providing interpreting and/or translation services to the Second Respondent in Iraq, as an independent contractor who had agreed to provide the contracted services upon the terms of that agreement. The agreement was for an initial term of 12 months, subject to extension by mutual agreement or earlier termination as provided for in clauses 17 and 18. Those clauses provide for the Second Respondent's contract with its client being terminated, and for summary termination of the Claimant's engagement due to misconduct etc, neither of which eventualities arose in this case. For present purposes, clause 19 of the agreement is relevant. It is headed '*client veto on continued engagement*', and states that the Claimant acknowledges that the Second Respondent's client (to whom the Claimant's interpreting skills and services were being provided) has the right to veto his continued engagement. Should such an eventuality occur, the Claimant's engagement with the Second Respondent will terminate automatically, as at the date of notification by their client, without notice, payment in lieu, or other compensation. Clause 20 records the parties' agreement that the Claimant was engaged as a self-employed person in business on his own account, and neither an employee nor an agent of the Second Respondent.

8 It was not disputed that the Claimant signed that agreement on 19 February 2019 (albeit incorrectly stated as 2018), nor that the Claimant's services as an interpreter were in fact provided to the Second Respondent's client, namely the Romanian Ministry of Defence. Additionally, it is agreed that the reference to the Claimant's services being provided in Iraq was a mistake or clerical error, since it is also agreed that the Claimant was once again working in Afghanistan, where the Claimant was based from February 2019 until early March 2020, when he took a period of leave.

9 On 12 March 2020 Mr Alex Keaney, a deployment specialist acting on behalf of the Second Respondent, wrote to the Claimant by email (page 285). He said that he had received an email that morning from the Second Respondent's client, and that unfortunately they had expressed their wish that the Claimant should not return to his post with them. The email continued that, in accordance with clause 19 of the parties' contract, that meant that the Claimant would not be returning to his former position after his period of leave came to an end. Mr Keaney stated that the client's decision had apparently not been based upon the Claimant's linguistic skills and capabilities, and that their decision would not exclude the Claimant from future work with the Second Respondent or associated companies, which they would be happy to offer the Claimant if he was interested and available.

10 There followed an exchange of email correspondence between the Claimant and the Second Respondent. The Claimant, although saying that he had suffered injuries to a finger, a shoulder, and to one of his ears during his most recent engagement, for which he was seeking or receiving treatment, was keen to go on working for the respondent group and expressed the hope '*that they would do the right thing by looking after him*'. The Claimant sought continuing payment for his current leave and thereafter, having he believed only been paid up until 4 March; but the Second Respondent resisted those demands, as is set out in an email from Mr Steven Gall, the head of overseas operations and senior line manager for '*TBW Global*', on 23 March 2020 at pages 298/299. In that email, Mr Gall makes clear that in order to raise a claim for his stated injuries, the Claimant had to return to the nearest airport to his home address in the UK (the Second Respondent paying for his flight), and thereafter obtain the required treatment via the NHS; and also that the Second Respondent considered that the Claimant's twelve month period of engagement had come to an end on 1 March 2020, in accordance with their contract, and that he had been paid in full up until that date. The Claimant was also reminded of the provisions of clause 19 of the contract.

11 Later that same day (23 March), the Claimant replied, once again by email (page 298), threatening legal proceedings in relation to his work related injuries and numerous other alleged breaches of contract committed by the Second Respondent. Mr Gall wrote back on 25 March saying that there would be no further response to the Claimant's communications, and that if he wished to pursue matters further, the Claimant was advised to write to the respondent group's headquarters at the address provided in Leeds (page 300). The Claimant however continued to send Mr Gall and his colleagues emails in late March and during April, for example pages 308/309, demanding that they address his various issues, despite having been provided with an email address for the group headquarters, the Claimant then being in Kyrgyzstan and the global Covid-19 pandemic restricting travel. Then on 31 May 2020 the Claimant sent a further email (page 316) to Mr Gall and Mr Keaney indicating that he would *'not pursue the claim against the company'*, that there were no hard feelings, and to let him know if further work contracts became available, about which he had been corresponding with their colleague Sabina Green.

12 The Claimant continued to write to Mr Keaney and his colleagues during June, enquiring about any new opportunities and requesting that a return flight to the UK be paid for, since his medical treatment in Kyrgyzstan had apparently been completed (page 319); before on 8 July Mr Keaney wrote to the Claimant once again, telling him of a new engagement as an interpreter in Afghanistan with a different client (called 'New Century') that had become available, if he was interested (page 340). Following further discussions, however, the terms being offered were deemed to be unacceptable by the Claimant, the proposed new engagement did not proceed, and the Claimant indicated on 30 July that he would now pursue his claim against the Second Respondent (page 345). The Claimant commenced ACAS early conciliation on 14 August, the conciliation period running from then until 14 September, and his claim was presented on 22 September 2020.

13 I focus first on the two shorter issues identified for determination by EJ Hallen at the earlier hearing. I have no difficulty in determining that the Second Respondent is the only appropriate respondent to all the Claimant's complaints. The relevant contractual relationship is clearly between the Claimant and the Second Respondent, and in so far as the Claimant and others referred to '*TBW*' or '*TBW Global*' that was I find essentially being used as informal shorthand; and those with whom the Claimant had dealings concerning his complaints (for example Mr Gall and Mr Keaney) were either employees of the Second Respondent or clearly acting as its agents, so that any liability which is established by the Claimant would plainly attach to the Second Respondent. Accordingly and pursuant to rule 34 of the Employment Tribunals (Constitution & Rules of Procedure) Regulations 2013, the First Respondent (whose corporate existence as stated is in any event far from clear) will be removed as a party to this claim. To avoid confusion, I will continue to refer in these reasons to thebigword Overseas Interpreting Limited as the Second Respondent.

14 The complaints advanced by the Claimant in these proceedings, save for those already dismissed on withdrawal, I identify as follows: (a) disability discrimination, (b) discrimination on grounds of religion or belief, (c) being subjected to a detriment and/or dismissed for making a protected disclosure (ss.43A & 103A Employment Rights Act 1996), and (d) for notice pay, holiday pay, and other payments. For current purposes, it is not necessary to specify what *type* of discriminatory conduct is being alleged (e.g. direct, indirect, failure to make adjustments etc), and I consider the mental and physical impairments relied on by the Claimant hereafter in relation to whether the claim was presented in time; nor do the various amounts of payment demanded need to be detailed.

15 In relation to the Claimant's protected disclosure complaint, and as noted at paragraph 1 above, the Claimant specifically mentions '*whistleblowing at work'* in section 8.2 of his ET1. I was unable to further identify or particularise just what is being alleged, either from the huge mass of documents annexed to the ET1, a great deal of which appear to consist of records of phone messages or conversations between various individuals, or from the Claimant's own evidence; but it is advanced as a complaint over which the Tribunal has jurisdiction, and further details could be provided in due course.

16 During the course of the hearing, and after the evidence from the Claimant and Mr Clark had been concluded, the Claimant said that he wished to introduce yet more documentation in order to raise additional complaints against the Respondents under what he termed the '*re-labelling principle*'. I refused to allow the Claimant's request because in my view it was simply too late to do so, particularly since no application to amend the ET1 had been presented and there was already a very extensive agreed bundle before the Tribunal, apparently mainly consisting of documentation from himself. As Mr Ryan pointed

out, the Tribunal only has jurisdiction to deal with the case that has been pleaded by the parties.

17 I turn to consider whether or not the Claimant's complaints were submitted in time. In relation to the discrimination complaints, s.123 Equality Act 2010 provides that they may not be brought after the end of a three month period starting with the date(s) on which the act(s) complained of occurred, or *'within such other period as the Tribunal thinks just and equitable'*. All the Claimant's other complaints fall under the Employment Rights Act 1996, which stipulates (at s. 111) a similar three month period from the effective date of termination within which the claim should be presented, or '*within such further period as the Tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end*' of that three month period. Plainly, the latter is a more restrictive test than the former, and is more difficult to satisfy.

18 There is a dispute as to the actual effective date of termination ('*EDT*'), which in this case could also be the date on which time started to run for the purposes of the Claimant's discrimination complaints. The EDT has been suggested as being 1 March 2020 (the contract anniversary date), 4 March (to which date the Claimant says he was paid), or 12 March (when the Claimant was informed of the termination in Alex Keaney's email at page 285). In my judgment, both the EDT and the date on which the Claimant's discrimination claims crystallise are 12 March 2020, when the Claimant was clearly told that his contract was terminated with immediate effect, following his period of leave (which is referred to by Mr Keaney), and which termination gives rise to the Claimant's discrimination complaints.

19 It follows therefore that the Claimant should have commenced the required ACAS conciliation process no later than 11 June 2020. In fact, he did not do so until 14 August that year, before presenting his claim nearly six weeks later on 22 September. Since late engagement in the ACAS process does not extend the available period for presentation of an in-time claim to the Tribunal, the Claimant's claim was submitted 3 months and 11 days late.

20 That is a significant delay, particularly since the Claimant was threatening legal action against the Second Respondent from the very day on which he was informed of the termination of his engagement with them, as Mr Ryan correctly points out. I am also reminded that whilst the Tribunal has a discretion to extend time in an appropriate case, extensions of time are the exception rather than the rule, and that it is for a claimant to satisfy the Tribunal that time for presentation should be extended.

21 The Claimant puts forward a number of reasons why he suggests it would be just and equitable to extend time, and/or that it was not reasonably practicable to present his claim in time. They include (a) that he wasn't aware or sure how and in which forum to bring his claims against the Second Respondent; (b) that he was suffering from and seeking treatment for a range of medical ailments or conditions, including stress and anxiety, injuries to a finger, his shoulder and one of his ears from March 2020 onwards; (c) that he was engaged in preparing and submitting an appeal to the Employment Appeal Tribunal from an earlier claim; (d) that he was being chased and pursued by the Mafia; (e) that he was engaged or embroiled in the purchase of a house in Kyrgyzstan; (f) that his wife was pregnant; and (g) that he was hampered by the onset and impact of the Covid-19 pandemic. In effect, the Claimant says that he was too busy on or occupied by these and related matters to find out how to bring a claim against the Second Respondent and to pursue it thereafter. I consider each of these reasons in turn.

22 In relation to the Claimant's plea of ignorance or uncertainty, the documents at pages 905 to 920 in the bundle are in my view highly relevant. In summary, they comprise a reserved judgment and reasons of Employment Judge Hildebrand, sitting at London Central Employment Tribunal on 23 October 2019, striking out the Claimant's complaints of race and religion or belief discrimination against the Commissioner of the Metropolitan Police as having been presented out of time; and the learned judge's refusal of the Claimant's subsequent application for reconsideration of the judgment and reasons, on the grounds that that too had been presented out of time, that there were no grounds for extending time, and that it stood no reasonable prospect of success. The reconsideration application had been submitted to the Tribunal on 26 November 2019, judgment and reasons having been sent to the parties on 30 October; the reconsideration determination (on the papers) was sent out by the Tribunal on 5 February 2020.

23 A number of significant facts emerge from those documents. First, the Claimant was represented by solicitors and counsel at the strike out hearing in October 2019, when he had applied (unsuccessfully) to give evidence by video link from Afghanistan; his application for reconsideration was submitted when he was acting in person, having dispensed with the services of his solicitors, who he said had not followed his instructions (pages 917 & 918). Secondly, it is recorded that the Claimant had sought and obtained legal advice from the Association of Muslim Police and the Police Federation (page 909) in relation to his claim against the Commissioner. Thirdly, the Claimant was out of time in commencing ACAS conciliation in that claim as well (page 908). Fourthly, it is clear from paragraph 34 of the reasons (page 915) that the Claimant had originally advanced additional non-discrimination complaints as part of his claim against the Commissioner before subsequently withdrawing them; and reference is made at paragraph 14 (page 910) to his unfair dismissal complaint.

24 The Claimant's evidence at the hearing before me was that, whilst he knew that discrimination claims based on religion or belief should be brought in the Employment Tribunal, and within three months of the acts or omissions complained of, he did not have any such knowledge concerning other discrimination claims or other complaints relating to or arising from past employment. In the light of the documents at pages 905 to 920, summarised above, I simply do not accept that evidence. The Claimant had recently presented discrimination complaints to the Employment Tribunal based not only on religion or belief, but also on his race, as well as a number of other complaints including (as here) unfair dismissal. Whilst it may well be that he was out of the country for some at least of the period leading up to the preliminary hearing in October 2019, when his claim was handled by solicitors and counsel, the Claimant had taken advice personally from two reputable and informed sources before presenting his claim, and had himself prepared and submitted an application for reconsideration of the strike out judgment when acting in person (including, I note from page 918, providing a '*vast quantity of material*' in support).

25 I find that the Claimant was well aware from his own recent personal experience that claims relating to or arising from his employment or work for third parties, whether discrimination related or not, should be brought in the Employment Tribunal, that he knew there were strict time limits within which any such claims should be commenced, and also that failure to abide by such time limits was likely to lead to those claims being dismissed. I agree with Mr Ryan's submission that, if there were any doubt or uncertainty on the Claimant's part about his claim or any particular complaint, he was well placed to make appropriate enquiries and to find out what he should do. The Claimant's evidence was that from about late February or early March 2020 until August that year he was living with his wife in accommodation provided by his cousin in Kyrgyzstan, and that he then had full

internet access and could send and receive email, as his extensive communication with the Second Respondent confirms. In my judgment, having intimated legal action against the Second Respondent on the very day that he was told his engagement had ended, the Claimant had the knowledge, facility and equipment, and the time to resolve any questions about his claim through any of the well-known search engines if necessary; and the Claimant does not allege that he tried but was unable to do so. For these reasons, I reject the Claimant's plea of ignorance or uncertainty about the appropriate forum for his claim and the time limits involved.

26 Turning to the issue of the Claimant's ill-health and personal injuries, which are summarised above, and whilst his various conditions were no doubt troubling, they did not prevent him from corresponding with the Second Respondent repeatedly and at length from 12 March onwards, including preparing a 190 page letter before action in early August 2020, or his indicating in late May that year that he was available for and keen to undertake further engagements with the Second Respondent (and in fact agreeing on 9 July to undertake the assignment offered by them – see page 339). Additionally, when that further interpreter engagement with New Century was proposed to the Claimant in July, it was the financial, logistical, and training terms being offered that ultimately made it unacceptable to him, rather than any personal health concerns. Finally, it was clear from the Claimant's evidence that he was fit enough to leave his house in Kyrgyzstan and to travel, including attending medical appointments up to one hour away from home, and visiting the local police station and British Embassy or Consulate, in the months up to August 2020. Overall, I am not persuaded that any or all of the Claimant's health conditions amount to a reason, or even a contributory reason, why it would be just and equitable to extend time.

27 I also dismiss the novel suggestion that the Claimant's being engaged in preparing and submitting an appeal to the EAT, presumably from his claim in the London Central Tribunal having been struck out, is a sufficient reason to extend time. If he was able to do that, then in my judgment he should have been able to prepare and present his current claim, particularly since he must inevitably have then been aware of the likely consequences of delay.

28 Essentially the same point arises concerning the Claimant's wife discovering that she was pregnant, and the time and trouble involved in his house purchase in Kyrgyzstan, apparently undertaken in the hope and expectation that the Claimant's placement with the Romanian Ministry of Defence would be a continuing engagement. The Claimant and his wife's child was born in March 2021, he confirmed in evidence, so that the earliest point at which her pregnancy would have been known cannot really predate July 2020. As to his house purchase, the Claimant said that it was bought from his cousin in March 2020, albeit no written documentation was apparently involved or produced, the transaction proceeding on a simple verbal agreement only. Whilst I understand and accept that both those matters would have engaged the Claimant's time and attention, albeit for different reasons and at different times, neither amounts in my view to an obstacle preventing or significantly hindering the Claimant from preparing and submitting his claim to the Tribunal.

29 The Claimant says that whilst he was living in Kyrgyzstan from March 2020 onwards, he was being chased or pursued by the local mafia, which is why he made repeated visits to the local police station and why he would wear a disguise when leaving home. Such a claim is virtually impossible of proof, one way or the other, although the Claimant did not say that he had been captured, detained or seriously injured at any stage. Even giving the Claimant the benefit of the doubt in relation to that claim, it was not suggested that the

Claimant had to leave his home and go into hiding, or that he was deprived of his liberty or access to technology and the internet. Similarly, the onset of the Covid-19 pandemic would no doubt have restricted the Claimant's ability to travel either locally in or beyond Kyrgyzstan; but it did not prevent him corresponding with the Second Respondent and others in the UK or elsewhere. Neither factor amounts to a reason why it would be just and equitable to extend time, in my judgment.

30 For the sake of completeness I record that I am satisfied that the Second Respondent did not prejudice or delay the Claimant in failing to provide him with an email address for the group address in Leeds, to which he had been directed to raise his claims, in a prompt and timely manner: page 311 demonstrates that those details were provided to the Claimant virtually instantaneously in reply to the Claimant's email of 17 April. Secondly, whilst a short statement was provided by the Claimant's cousin Mr Mirza Khan Haqmal in which he says that he had struggled to obtain legal advice on the Claimant's behalf in April/May 2020 due to the pandemic lockdown, no reason was provided why Mr Haqmal, who lives at the same address as the Claimant in East London, could not give evidence to the Tribunal, and I attach little weight to his statement. In any event, and for the reasons already set out, I am satisfied that the Claimant then knew not only that he had to act swiftly if he wished to commence a Tribunal claim, but that he also knew or could find out online how to do so.

31 I find that the real reason why the Claimant did not engage the Tribunal process before he did was not due to any of the reasons he gave, but because he was hopeful of, and trying to force the Second Respondent into, some form of negotiated financial settlement following the admittedly sudden termination of his engagement with the Romanian Ministry of Defence in March 2020, as he repeatedly said in his oral evidence. That can be seen in the Claimant's immediate and repeated threats of wide ranging legal proceedings against the Second Respondent, and in the aggressive tone adopted in his stream of emails to them, for example the 'final chance' email of 23 March at page 298, followed by an apparent change of heart and a willingness to let bygones be bygones in late May 2020 in order (as he hoped) to obtain more work, which in turn gave way to a letter before action dated 10 August 2020 which runs to 190 pages. It was only when it became clear that the Second Respondent was not prepared to negotiate with the Claimant or respond to his threats of legal action, and the terms of the proposed engagement with New Century were unacceptable to him, that the Claimant took steps to issue this claim. It follows that in my judgment and for these reasons it would not be just and equitable to extend time in relation to the Claimant's discrimination complaints, nor am I satisfied that it wasn't reasonably practicable for the Claimant's other complaints to be presented in time and within three months of 12 March 2020, the date on which he was informed that his engagement had been terminated. Accordingly, all the Claimant's complaints must be struck out as having been presented out of time, the Tribunal having no jurisdiction to hear and determine them.

Employment Judge R Barrowclough
Date: 3 November 2021