



# EMPLOYMENT TRIBUNALS

**Claimant: James Cartwright**  
**Respondent: Juniper Hill Ltd**

## REASONS

(requested by the claimant on 7.12.21)

1. These are the written reasons for the Tribunal's Judgment dated 30 November 2021 and sent to the parties on 1 December 2021, dismissing the claims of unfair dismissal and or a statutory redundancy payment for want of jurisdiction.
2. The issue before the Tribunal was whether the claimant had sufficient continuity of service to bring a claim of unfair dismissal and for a statutory redundancy payment.
3. Section 108(1) of the Employment Rights Act 1996 (ERA) provides that an employee cannot bring a claim of unfair dismissal or for a statutory redundancy payment unless they have been continuously employed for a period of not less than 2 years by the effective date of termination (EDT).
4. Section 97(1)(b) ERA provides that the EDT in relation to an employee whose contract is terminated without notice means the date on which the termination takes effect.
5. The parties agree that the claimant commenced his employment with the respondent as an Estate Manager on 17 September 2018. However, there is disagreement as to when the employment ended. The claimant contends that his employment ended on 9 October 2020 and the respondent says it was the 9 September 2020. If the claimant is right, then he has the requisite 2 years if the respondent is right then he does not.
6. I heard evidence from the claimant and, on behalf of the respondent, from Mr Steve Gilbert. Mr Gilbert provided a witness statement, the claimant did not. I was also provided with a bundle of documents, in electronic form. References in square brackets are to pages within that bundle.
7. Having considered the evidence of the parties and the relevant documentation, I have reached the following findings

### Findings of Fact

8. On 9 September 2020, Mr Gilbert met with the claimant and informed him that due to a breakdown in the employment relationship his employment could not continue but that he had the option of resigning or being dismissed.

9. There is a dispute between the parties as to what then occurred. The respondent contends that the claimant declined the resignation option and was therefore told that his employment was terminated with immediate effect. The claimant denies this and says that he asked to be given until the end of the week to decide and that this was agreed.
10. Having considered this dispute, I prefer Mr Gilbert's account for the following reasons:
- a. The claimant's termination letter dated 14 September 2020 confirms that his employment was terminated with immediate effect on 9 September 2020. The claimant was paid 4 weeks pay in lieu of notice. [68].
  - b. On 10 September, a day after the meeting, the claimant sent an email to the respondent in which he states; "*Further to the termination of my employment can I respectfully ask that my final salary is calculated and paid as soon as possible*" [65] It is clear from this that the claimant treated himself as already having been dismissed and this is inconsistent with him having been given until the end of the week to decide whether he wished to resign.
  - c. The claimant did not indicate to the respondent whether or not he wished to exercise the option of resigning at any point after the 9 September 2020. Had such an option been given to him, he would have indicated one way or the other what he wished to do; he would not have stayed silent when he knew that his employment was at stake.
  - d. I accept Mr Gilbert's evidence that he dismissed immediately as the respondent was aware that they were approaching the 2 year mark (i.e. at which point the claimant would have sufficient service to claim unfair dismissal and/or a redundancy payment) I accept that evidence.
  - e. The claimant said that he carried out work tasks after the 9 September 2020 and that this was inconsistent with his employment having terminated on that date. However, I do not accept that the matters he relies upon amount to carry out work tasks. They were predominantly associated with the handover of his tied accommodation and therefore related the landlord/tenant relationship rather than the employment one. I do not consider these inconsistent with the employment having ended.
11. I therefore find that the claimant's employment terminated on 9 September 2020 and that this was the EDT. The claimant did not have 2 years' continuous service at this date. It therefore follows that the Tribunal has no jurisdiction to hear his unfair dismissal and statutory redundancy payment claims. The claims are therefore dismissed.
12. The claimant confirmed that there was no other money claims.

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Employment Judge Balogun  
Date: 11 January 2022