



# EMPLOYMENT TRIBUNALS

**Claimant:**  
Mrs L Allen

v

**Respondent:**  
Howard Garden Social and Day  
Care Centre

**Heard at:** Reading (by CVP)

**On:** 21 March 2022

**Before:** Employment Judge Anstis (sitting alone)

## Appearances

**For the Claimant:** Ms D Poynter

**For the Respondent:** Miss S Bowen (counsel)

## WRITTEN REASONS

1. These are the reasons for para 1 of my judgment of 21 March 2022. They are produced at the claimant's request, which was made during the course of the hearing.
2. I am being asked to decide today whether the employment tribunal has jurisdiction to consider a range of complaints that are brought by Mrs Allen against the Howard Gordon Centre.
3. There is clearly a long history that the claimant has with the Centre. There is a lot that has been raised about governance at the Centre and about issues that are broader than simply employment issues, but I am confined to dealing with employment issues today: time limits, and not any broader matters.
4. I clarified with Ms Poynter this morning that there were three elements to the claimant's claim, all of which arise out of what she describes as her dismissal with immediate effect on 9 November 2020. Those are an unfair dismissal claim, a claim for a redundancy payment and a claim for notice pay.
5. The respondent's position is that the claimant was not dismissed, but that she resigned on 10 November 2020. However all I need to know for the purposes of today's hearing is that her employment terminated either on 9 or 10 November. Whether it is one date or the other makes no material difference to my decision.
6. If we are talking about a dismissal on 9 November 2020, then Miss Bowen accepts that any claim for a redundancy payment is within time as redundancy pay claims have a more generous time limit than claims of unfair dismissal or

for notice pay (whether expressed as a breach of contract claim or a wages deduction claim). The date from which time starts to run on the unfair dismissal claim is either the 9 or 10 November, and for the notice pay claim at the latest 26 November, if one takes the notice pay claim as a claim of unlawful deductions from wages. No matter which of the dates is selected, the claims were not brought within the standard time limit. I have to determine whether it was reasonably practicable for the claimant to bring her claims within time and if not, whether she brought it in a reasonable time thereafter. The onus is on the claimant to explain any delays.

7. The claimant has given some explanation for the delay during the initial three month period. At first this was that she had been misled by the respondent as to her rights. She says she had been told that they had done nothing wrong, but it was later clarified that this was in relation to earlier events and that nobody from the respondent had told her that her dismissal on 9 November, if that's what it was, was legitimate. In fact, it was clear that right from the very start she had considered her dismissal to be unfair. At an early stage she had been seeking advice. She phoned the CAB twice. She also accessed the ACAS website. I accept that during this time she also had considerable caring responsibilities for her husband, but it seems to me that none of that shows that it was not reasonably practicable for her to bring her claim within time when she was aware of the possibility of a claim right from the very start.
8. The claimant was able to access the internet in the period following her dismissal. She said that she felt she was faced with a complicated situation, but while it is true that there is a lot of history between her and the Centre the immediate problem was her dismissal from her zero hours contract, which was not of itself a complex matter. She said she had accessed the ACAS website, and she should have been aware of the three month time limit. It was reasonably practicable for her to bring her claim within the initial three month period.
9. Even if it was not reasonably practicable for her to bring her claim within that initial three month period. I would have struck out the claims on the basis that they were not brought within a reasonable time thereafter.
10. The claimant picked up the threads on her dismissal following her meeting with Ms Poynter on 24 February 2021. But what followed from that was not an immediate submission of a claim. There was a six week period of early conciliation (none of which counts to extend time) and there was then a 17 day period after that before the claim was lodged. In closing submissions. Ms Poynter outlined her own personal circumstances that may have impacted her ability to help Mrs Allen during this time, but it is clear to me that the claim was not brought within a reasonable time after the normal time limit. The claimant should have got straight on with her claim, but instead there was a gap of six weeks and then 17 days, for which there is no adequate explanation. During early conciliation the respondent raised the issue that the claim was out of time, so the claimant was on notice about time issues at that point at the latest. I do

not consider the claims were brought within a reasonable time after the initial three month period.

11. For those reasons I strike out the claims of unfair dismissal and for notice pay. The remaining matters were discussed by the parties at the conclusion of the hearing, during the course of which they agreed the terms of the consent judgment set out at paras 2, 3 and 4 of the judgment of 21 March 2022.

**Employment Judge Anstis**

Date: 21 March 2022

Sent to the parties on: .....

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For the Tribunal Office