



EMPLOYMENT TRIBUNALS

BETWEEN

MR KEVIN NICHOLAS

AND

CAPITA PLC

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD by consideration of the papers ON 5 August 2022

EMPLOYMENT JUDGE H Lumby

JUDGMENT ON APPLICATION FOR RECONSIDERATION

The judgment of the tribunal is that the claimant's application for reconsideration is allowed and the judgment of the tribunal given on 6 May 2022 is varied so that the respondent is ordered to pay the claimant the net sum of £25,000 rather than £30,222.74

REASONS

1. The respondent has applied for a reconsideration of the judgment dated 6 May 2022 which was sent to the parties on 20 May 2022 (the "Judgment"). The grounds are set out in its email dated 31 May 2022. That letter was received at the tribunal office on 31 May 2022. A date of 12 August 2022 was set for the reconsideration hearing.
2. The respondent was originally applying for reconsideration on the basis that it had not received the claimant's ET1 or notice of the hearing on 6 May 2022. It now accepts that it did in fact receive the relevant papers and has

- withdrawn its application for reconsideration of the whole judgment but instead is applying to the judgment to £25,000 as the maximum permissible by the Employment Tribunals Extension of Jurisdiction Order 1994 (the "Jurisdiction Order").
3. This reconsideration has been on the papers alone as I did not consider that a hearing is necessary. The order made is described at the end of these reasons.
 4. Schedule 1 of The Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 contains the Employment Tribunal Rules of Procedure 2013 ("the Rules"). Under Rule 71 an application for reconsideration under Rule 70 must be made within 14 days of the date on which the decision (or, if later, the written reasons) were sent to the parties. The application was therefore received within the relevant time limit.
 5. The grounds for reconsideration are only those set out in Rule 70, namely that it is necessary in the interests of justice to do so.
 6. The grounds relied upon by the respondent are the award is for breach of contract and £30,222.74 was awarded. Jurisdiction for the Employment Tribunals to hear breach of contract claims arises solely through Jurisdiction Order. Regulation 10 of the Jurisdiction Order states: "*An employment tribunal shall not in proceedings in respect of a contract claim, or in respect of a number of contract claims relating to the same contract, order the payment of an amount exceeding £25,000.*" The respondent therefore submitted that there is no jurisdiction for the current order of £30,222.74. It submitted that the award made should be substituted for a permissible order of £25,000. They submitted that the award in excess of jurisdiction is a clear error of law and that it was in the interests of justice for the award to be corrected to fall within the Tribunal's proper jurisdiction.
 7. I agree that an award in this case in excess of £30,222.74 is in excess of the £25,000 permitted by the Jurisdiction Order and it is in the interests of justice that the award be varied to a net sum of £25,000.
 8. Accordingly, I allow the application for reconsideration and vary the judgment made on 6th May 2022 to read as follows:

"The judgment of the tribunal is that the claimant succeeds in his claim for breach of contract and the respondent is ordered to pay the claimant the net sum of £25,000.00"

Employment Judge H Lumby
Date: 5 August 2022

Judgment sent to Parties: 17 August 2022

FOR THE TRIBUNAL OFFICE