



EMPLOYMENT TRIBUNALS

Claimant: Symond Poole

Respondent: Beverley Woolrich

JUDGMENT

The respondent's application dated 1 January 2023 for reconsideration of the judgment sent to the parties on 30 September 2022 is refused, on the grounds that there is no reasonable prospect of the original judgment being varied or revoked.

REASONS

Extension of time

Under Rule 70 of the Employment Tribunals Rule of Procedure, the application for reconsideration should have been sent to the Tribunal within 14 days after the decision was sent to the parties. The judgment was sent to the parties on 30 September 2022. The reconsideration application should therefore have been received by 14 October 2022. It was not received until 1 January 2023, some two and half months out of time.

I have considered whether it would be in the interests of justice to extend the time limit in this case. I have taken into account the principle that there has to be finality in litigation, and the role of time limits in ensuring that this occurs. I have also taken into account the prejudice to the claimant in potentially allowing this application to proceed, as she has been waiting since 2021 for an outcome to her claim.

However, I have to balance this against the fact that the respondent is severely disabled and reliant on others for communication, and that this provides an explanation for the delay. I have also taken into account the fact that the respondent has indicated that having to pay the amount ordered in the judgment would be outside of her means. I have therefore determined that the respondent would be significantly prejudiced if the application were to be refused as out of time, and I have therefore allowed the application to proceed.

Determination of application

Having considered the application, I have determined that it has no reasonable prospect of the original decision being varied or revoked.

The respondent's grounds for reconsideration are that the claimant was not dismissed but resigned after reading the respondent's personal text messages.

This is entirely in accordance with the findings of fact set out in the original judgment. I found that the contents of the text messages read by the claimant amounted to a repudiatory breach of contract by the respondent, and that claimant resigned in response to that breach. The claimant was therefore as a matter of law dismissed in breach of contract, and is entitled to notice pay.

On the basis that the respondent's application contains only information which was in accordance with the findings of fact of the original judgment, I find that there is no reasonable prospect of the original judgment being varied or revoked.

Employment Judge **Routley**
20 January 2023