EMPLOYMENT TRIBUNALS

Claimant: **Mr S Clegg**

Respondent: **Meadway Private Hire Ltd**

Heard at: Watford (CVP) **On:** 3 January 2023

Before: Employment Judge Street

Appearances

For the Claimant: Richard Clegg, son
For the Respondent: Mr J Wynne, counsel

JUDGMENT having been sent to the parties on 21 January 2023 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

1. **Background**

1.1. This was a claim listed to consider "Whether the Tribunal can hear any claim, as the claims appear to be out of time."

2. **Evidence**

2.1. The parties presented an agreed bundle of documents of 138 documents, including the pleadings, the Claimant's contract and WhatsApp messages. Page numbers given are to that bundle.

2.2. The Tribunal heard from Mr Clegg.

3. **Issues**

3.1. The issue was whether the claims were brought in time to include the question of extension of time, or whether the claims were out of the jurisdiction of the Tribunal.

4. **Findings of Fact**

4.1. The Claimant's contract with Meadway Radio Cars Ltd is dated 26 May 1998. It is a contract of employment, as set out at clause 2. It is agreed that Mr Clegg worked for Meadway from the 1970s, as a driver, telephonist and controller, although his continuous employment is from May 1998.

4.2. The contract sets out that there are no normal working hours.

> "The Employee is required to work at such times and for such periods as are necessary for the efficient discharge of his duties including (where necessary) days or nights or statutory public/bank holidays provided always that the Employee shall work such hours as are shown on the rota displayed in the Control Room on Thursday or Friday of the preceding week showing the Employee's hours of work for the following week. (4).

4.3. The Claimant did not have the right to refuse shifts.

4.4. There is no provision for suspension or garden leave.

4.5. Salary is not defined – the place on the document for it to be recorded is blank.

4.6. In a supplemental agreement of the same date provision was made for holidays of fifteen days per year, which must be authorised.

4.7. Mr Clegg's evidence is that he has worked regularly a minimum of 48 hours per week or more, bar illness or authorised holidays, from 1998 until the pandemic in 2020.

4.8. It is agreed by the Respondent that his hours averaged 48 hours per week, but they deny any entitlement to those hours.

4.9. With the onset of the pandemic and lockdown, in April 2020, Mr Clegg was put on furlough.

4.10. The arrangements for his return to work were dealt with on WhatsApp.

4.11. On Thursday, 17 September 2021, with lockdown drawing to an end, Mr Clegg wrote to his manager, Jason, asking about resumption of work (46). There was a telephone conversation that day, which is unrecorded.

4.12. The response to the WhatsApp message came from Jason on 23 September, “Can we meet up next week?”

4.13. Mr Clegg responded on 24 September, referring to the telephone conversation of 17 September and agreeing to a meeting.

4.14. By WhatsApp on 29 September, Jason suggested a meeting on Friday morning; that would have been 1 October.

4.15. The meeting is unrecorded but there was a discussion of work and shifts. In Mr Clegg’s WhatsApp after it, also of 1 October, he says,

> “Thank you for the get-together earlier today, although it did not resolve any particular patterns of rota shifts for recommencement of employment for me it was good to talk and good to see you. So if you could oblige me with a e-mail outlining a shift pattern which would outline how I can help the Company and moreover help to make living wage for myself…..I am reassured by what you said about maintaining my presence at Meadway. But the serious issue here is.. can you provide me with the standard of living I‘m traditionally familiar with.”

4.16. Jason replied on 4 October 2021,

> “Hi Sean, yep it was great to see you too! I had a chat with Matt today, I’ll give you a call on Tuesday to see what you think”

4.17. There was a telephone conversation on 6 October.

4.18. The offer made then is set out in Mr Clegg’s WhatsApp of 7 October (49) He was told that he could provide holiday cover for Matthew. Pay would be less than he had been getting and would not be regular work.

4.19. He asked for an email with dates, times and the rate of pay proposed (48). He pointed out that he was now at the end of the first week when he had had no pay after the end of furlough and it was an anxious time for him,

> “I look forward to receiving your email outlining details regarding Holiday Coverage, and more importantly stressing the Rota hours which you intend to me work in the future.”

4.20. Jason responded on 8 October that the offer had been made,

> "to "bridge" the gap between now and when we might assume that work will pick up and need you on a more regular basis."
> "I still can't offer you rota'd work YET". (51)

4.21. The offer was confirmed as being one week in October, two weeks in November and one week in December, at £10 per hour.

4.22. On 11 October, Mr Clegg said he would respond having considered the proposal. He had been provided with information requested about his earnings and holiday, and had had confirmation in that 8 October WhatsApp message that holiday had accrued during furlough.

4.23. On 21 October, Mr Clegg refused that offer.

> "It's with regret I'm unable accept this piecemeal of work, which amounts to approx. 4 weeks of employment… staggered to the end of this current year 2021.
> Moreover you asking me to accept a shift pattern which differs from my traditional working rota, allied to a reduction in my hourly paid rate. Whilst I have sympathy with your idea "of things picking up" I cannot in all honesty accept a change terms in my employment which will place me in Penury."

4.24. On 31 October 2021, Jason responded,

> "I had thought that this offer of work would have been a good bridge while business returns. In light of your feelings about the offer, are you only willing to accept a minimum of 48 hours a week and at the rate you were previously being paid pre Furlough?"

4.25. Mr Clegg did not reply.

4.26. It is agreed that the Respondent offered no work after the offer of four weeks between October and Christmas 2021 at a lower rate of pay than the claimant had been receiving. That offer was made on 8 October and rejected on 21 October.

4.27. For Mr Clegg, the situation was unclear.

> "It was very ambiguous. The circumstances, I was not sure what the situation was. It was very open ended."

4.28. He hoped that there would be a further offer,

Mr Wynn,

> "It was clear from October that you were not going to be able to return to your job?

Mr Clegg

> "I would not say it was clear. These discussions take place in not very well constructed circumstances, I would say it was ambiguous to say the least.
> What did take place in reality was that people still employed had been employees a lot less time than I had been with the company"
>
> "There were people working from home, I could have done that."

4.29. He was not told that he would not be returning to his former hours or pay;

> "That was never put to me, or written down, or said to me"

4.30. He had been reassured on 1 October and told on 8 October that he could not be put on the rota <u>yet</u>. He waited.

> "I was waiting for further communication, even a telephone call would have been helpful."

4.31. He had advice from his union in February in which he was told he had an unfair dismissal claim.

4.32. There was no further contact or communication between Mr Clegg and the Respondent after 31 October until the Claimant's grievance of 18 March 2022, again in a WhatsApp to Jason.

4.33. The grievance lodged suggests that the Claimant understood the contract to be ongoing. He reminds the company of his work for them for over twenty years, says he is owed wages from October 2021. He referred to the meeting and the messages exchanged,

> "However my situation was not resolved due to being offered reduced hours of work at a reduced rate of pay which I declined as this was not my traditional weekly work of full time hours and pay.
> I would like to meet to discuss the money that is owed and to understand if you will be actioning a redundancy process in regards to my employment."

4.34. There was no further contact.

4.35. Mr Clegg was not dismissed in express words.

4.36. He did not resign in express words.

4.37. He did not return to work at or after the end of furlough.

4.38. The ACAS dates are: notification of potential claim, 30 March 2022, date of certificate 10 May 2022.

4.39. Mr Clegg brought his claim on 25 May 2022. In his ET1, he acknowledged that his employment had terminated and identified 30 September 2021 as the date of termination of his employment. The claim was for unfair dismissal, a redundancy payment, notice pay, holiday pay, arrears of pay and other payments.

5. **Law**

Termination of contract

5.1. An employment contract can be terminated by notice given by either party in accordance with the terms of the contract. That includes by notice of dismissal from the employer or resignation by the employee.

5.2. A contract can also be terminated by agreement between the employer and the employee or by frustration of contract.

5.3. Frustration occurs where the performance of the contract becomes impossible or substantially different from that which the parties contemplated at the time of entering into the agreement, by reason of an unforeseen and unprovided for event which has occurred without the fault of default of either party to the contract (Paal Wilson & Co A/S v Partenreederei HannahBlumenthal [1983] 1AC 854 t 909. Such an event might be, for example, illness, imprisonment or illegality.

5.4. An employee who wishes to claim unfair dismissal must first show that he or she has been dismissed within the meaning of section 95 of the Employment Rights Act 1996 (“ERA 1996”).

5.5. Where the contract is terminated by the employee’s resignation, by agreement or by frustration, there is no dismissal and there can be no claim for unfair dismissal.

5.6. Section 95(1)(c) of the ERA 1996 states that there is a dismissal where the employee terminates the contract, with or without notice, in circumstances such that he or she is entitled to terminate it without notice by reason of the employer’s conduct. This form of dismissal is called a constructive

dismissal. The circumstances that are enough to entitle an employee to resign and claim dismissal must amount to a repudiatory breach of contract (Western Excavating (ECC) Ltd v Sharp [1978] CA ICR 221.

Repudiatory Conduct

5.7. A repudiatory breach of contract entitles the other party to terminate the relationship without giving notice or by giving short notice.

5.8. The repudiatory breach does not of itself bring the contract to an end (Société General v Geys (UKSC) 2013 ICT 117). There must always be an acceptance of the breach constituting a dismissal by the employer or a resignation by the employee. The acceptance must be unequivocal.

5.9. I am referred to the authority of House of Lords in Vitol SA v Norelf Ltd (The Santa Clara) HL [1996] A.C.800, ("Vitol"). That relates to a cargo of propane and failure to perform the contract by the innocent victim of a repudiatory breach. There, the proposed purchaser of cargo rejected it, because the goods would not be delivered within the agreed timescale. That was the repudiation. The question was whether inaction by the other party amounted to acceptance of the breach. It was held that in some circumstances, failure by the innocent party to perform his obligations under the repudiated contract was sufficient to amount to acceptance of the repudiation. Communication by oral or written message would not always be necessary.

5.10. It is of the nature of the employment relationship that, where one party is unwilling to perform the contract, it will be very difficult for the other party to say that the relationship remains alive. Acceptance of the breach can be inferred from conduct.

5.11. Using old-fashioned legal language, if the master in breach of contract refuses to employ the servant, there is a fundamental breach, an immediate breach by the master of his obligation to continue to employ the servant. The servant must mitigate his losses by finding other work, and when he does so, he has at the latest accepted the wrongful dismissal as a repudiatory breach. Even without accepting the repudiation of the contract, the employee is not thereafter entitled to remuneration because he is not able to perform the services contracted for (Marsh v National Autistic Society [EAT] 1993 ICR 453).

5.12. Where the Claimant brings a claim of unfair dismissal, that is an acceptance that the contract has terminated and is a position from which he cannot resile. (Mr Clutch Auto Centres v Mr R Blakemore [2014] 5 WLUK 249).

Bringing that claim or obtaining alternative work show that the contract has terminated, even in the absence of an express resignation in reliance on the breach of contract by the employer.

5.13. A fundamental breach of contract by the employer is one step towards establishing a claim for unfair constructive dismissal. The employee must establish the fundamental breach, that that breach caused the resignation, and that the employee did not delay too long before resigning, thus affirming the contract, so losing the right to claim unfair dismissal.

6. **Submissions**

6.1. Mr Wynn helpfully provided a skeleton argument and spoke to it.

6.2. The Respondent puts forward two possible dates and three different propositions for the termination of the Claimant's employment contract:

- 29 September 2021, the date that the claimant gave in his ET1 as the date of his dismissal – termination by agreement (the date in the ET1 is actually 30 September 2021)

- 21 October 2021, or some date in the period leading up to that, the last date on which the parties had any communication – termination by agreement

- 29 September 2021, - termination following repudiatory breach: if as the claimant asserts, he was entitled to 48 hours per week work, the breach was the failure to provide any work, accepted by the claimant by his words and conduct.

6.3. Included in the skeleton argument was an application for a deposit order should any claims be allowed to proceed.

7. **Discussion**

7.1. The hearing had been listed on 22 October for two hours to consider whether the claims were out of the jurisdiction of the Tribunal because lodged too late. I was not told of any representations having been made that the hearing had been inappropriately listed.

7.2. There is an issue about the contract terms.

7.3. The Respondent puts forward the view that this is a zero hours contract which did not entitle Mr Clegg to any offer of work.

7.4. Mr Clegg is clear that he took a full-time job and worked full-time throughout, there being no weeks until he was furloughed when the employer gave him no work or any where the employer relied on that contract term. He says that when the contract was put before him to sign, he was surprised, it not being his understanding of the job on offer, but there was no discussion and he signed it.

7.5. Jason's WhatsApp messages and the information given in them are consistent with Mr Clegg having worked a regular full-time week and the Respondent agrees he did.

7.6. I am told that the parties did not prepare for this hearing on the basis that the contract terms were at issue and the Respondent discouraged any exploration of them in this hearing, on the basis that that is appropriate for the full hearing only. The full hearing may be a considerable time away. To defer this decision until the contract terms could be considered left the parties in a situation of uncertainty. That was not a fair way to proceed.

7.7. I make no findings about the terms of the contract.

7.8. The issue turned on the date when the employment came to an end, absent any dismissal or resignation.

8. **Reasons**

29 September – the ET1

8.1. Mr Wynn relies in part on what the Claimant says in the ET1. He submits that the Tribunal is bound by what the claimant says, in referring to 29 September 2021 as the date of termination. I accept that as a reference to 30 September, the date in Box 5.

8.2. The claimant tells me that he only put that in because it was the end of furlough. He did not put it in because he thought at the time or over following months that the contract had ended. He remained very confused about his status. He describes a slowly dawning realisation that the company were not going to offer his old job back or other terms.

8.3. Mr Wyatt says that unless Mr Clegg amends his claim he is bound by that date. That is a point on which Mr Clegg will wish to take further advice, given too that the grounds for his claim are short and read more as a request for advice, which the Tribunal cannot give. The Tribunal only adjudicates on claims as brought.

8.4. In my judgment, the effective date of termination cannot be determined or governed by the date the Claimant later put in the form. That does not mean that the Claimant need not clarify or amend his claim but I cannot proceed to use that date simply because it is the date he gave.

8.5. To find that the employment terminated on 29 or 30 September, there must be supporting facts.

Recommencement of Employment

8.6. Mr Wynn points at the use of the words “recommencement of employment” in the WhatsApp message of 1 October. If those words referred to recommencement after an earlier termination, I would be able to identify the earlier termination. This was the date of the first meeting to discuss Mr Clegg’s return to work after furlough. Mr Clegg is unhappy with the uncertainty that had arisen and concerned for his future, but that WhatsApp message does not refer to his job having come to an end. On the contrary, he refers to having been expressly reassured in the meeting that had just taken place.

8.7. I am satisfied that those words were no more than a reference to a resumption of his work. It did not indicate that he thought his employment had already ended before 1 October.

29 September 2021, Termination by agreement

8.8. I cannot see anything in the exchanges that shows a termination by agreement at this date or on 30 September. The idea that there was such an agreement on 29 or 30 September is contradicted by the agreement to meet on 1 October, to discuss matters for the first time.

8.9. The subsequent WhatsApp messages show that both parties regard the contract as continuing. – the exchanges of the 1st, 4th and 7th October show that.

21 October 2021 or earlier, Termination by agreement

8.10. It is put forward that the termination was by agreement on or before 21 October.

8.11. Whatever Mr Clegg’s manager Jason said at the meeting on 1 October 2021, it was not to provide Mr Clegg with the resumption of his work. Mr Clegg expressed his unhappiness and anxiety in his WhatsApp of that day, while welcoming the reassurance that they wanted to “maintain his presence”.

8.12. Jason told him on 4 October that he would "have a chat with Matt" and "give you a call on Tuesday to see what you think". That is not consistent with the employment having terminated by agreement.

8.13. By 7 October, Mr Clegg knew that the proposal was holiday cover at a lower rate of pay, but had no details. The offer was clarified on 8 October: it was indeed a substantial reduction in hours and a reduction in the rate of pay.

8.14. The offer was rejected on 21 October.

8.15. There is no basis to say that there was an agreement before 21 October for termination of the employment.

8.16. I have difficulty in finding that the contract terminated on 21 October 2021 simply because the Claimant did not accept the offer of limited hours at a reduced rate. While it is said that the Respondent accepts a fundamental breach in making that offer, it is not clear to me that that can be the case, given their construction of the contract. They seem to be asserting an entitlement to offer no work.

8.17. Mr Clegg did not accept the offer and he said he could not accept a change in terms that would leave him in penury. On the basis of his contract as he understood it to be, one for 48 hours or more per week, he could have treated that offer as repudiation of the contract. That is not what he did. He rejected the offer of reduced hours. He did not go on to say that he regarded the contract as at an end and I accept that that is not what he intended. He hoped for a better offer.

8.18. Jason, the manager, did not treat that refusal of the reduced hours as a termination. He wrote a few days later to ask what Mr Clegg wanted.

8.19. Nothing points to either side regarding the contract as terminated at that point or that they agreed it terminated on that date. The parties were in negotiation. There was no reason for Mr Clegg to believe that this had been a first and final offer much less that refusing it would terminate the contract without anything more.

8.20. The Respondent relies on a statement they say made by Mr Clegg on or before 21 October that he would have to seek work elsewhere. Mr Clegg entirely denies making such a statement - he had worked for this employer most of his working life - and there is no evidence (as against assertion) for it. I do not find it was made and so it does not support the contention that the contract terminated by consensus.

8.21. I do not find that the contract was terminated on 21 October 2021 by agreement, as contended.

21 September – acceptance of repudiation

8.22. The final argument for the Respondent is that the contract terminated on 29 September by the acceptance of the breach.

8.23. It is important to be clear at this point about what that breach could be. On 29 September there was an exchange of WhatsApp messages agreeing the date of 1 October for a meeting. There had been no discussion of Mr Clegg's return to work or of the hours or pay.

8.24. That exchange cannot be interpreted as a fundamental breach of contract, whether on 29 September or 30 September.

8.25. The Respondent had not actually offered work, but furlough was just drawing to a close. Even on the Claimant's view of the contract, they were not in fundamental breach. The Respondent's case has been that they were entitled not to offer work, so were not in breach.

8.26. The meeting took place on 1 October. Nothing happened on 30 September except the ending of furlough. The ending of furlough cannot be read as a fundamental breach of contract.

8.27. There is a real difficulty about the Respondent's position. It is the Respondent who resists any interpretation of the contract at this hearing. On the one hand, it is said that the failure to offer work represented a fundamental breach of contract that the claimant accepted. On the other hand, the company's view of the contract is that there was no entitlement to be offered work. If that were the case – and I am discouraged from exploring it further – then they acted in a way consistent with the contract, so there was no breach. The reduction is pay is also be a fundamental breach, but that was not mentioned until 1 October, and clarified later that month.

8.28. An employee works under the direction of the employer. If the employer offers no work, he cannot be criticised for not performing it or for failing to present himself as ready and demand that work be provided. Mr Clegg is challenged for not presenting himself more vigorously as ready and available to perform the contract, on the authority of Vitol above. There has to be some realism to what is expected from the employer/employee relationship. This was put to him,

> "You did not turn up to work, saying 'let me in, I am contracted to do this work.'"
> "No but there were people working from home, I could have done that."

"You did not ring (Jason) and say I am here, for the next 8 hours, send the calls through."
"I was waiting for (Jason) to get back to me"

8.29. in my judgment it is not for the claimant to press for or demand work to keep the contract alive, so long as he is available for work and his employer knows that. He is a dependent, under the control of the respondent. Mr Clegg was waiting for the Respondent's staff to clarify the position. They knew he was available for work and waiting to resume it.

No termination on or before 21 October

8.30. For those reasons, I do not accept the Respondent's contentions that the contract terminated on 29 (or 30) September or on or before 21 October.

8.31. That leave the position unclear.

8.32. It is worth noting that this situation and lack of clarity lies wholly at the door of the Respondent. It is agreed that they had employed Mr Clegg over more than twenty years and there is no doubt that at least over the months prior to furlough, the contract of employment was operated as a contract for at least 48 hours per week, as shown in the pay summaries in the WhatsApp messages and as agreed. I have no evidence suggesting it was ever operated in practice on a zero hours contract basis, and Mr Clegg expressly says it was always full-time. I note that the records produced don't show Jason, the manager, explaining that he relies on the contract being a zero hours contract.

8.33. It is baffling that the relationship should be left by the respondent in this state of ambiguity. It was wholly unnecessary. They could have clarified, discussed, negotiated, perhaps made him redundant. They did nothing.

Did the contract terminate at all?

8.34. Nothing happened after 31 October 2021 until the grievance was lodged in May 2022 as between Mr Clegg and the employer. I have to consider whether it is possible that the contract did not terminate at all. In the grievance, Mr Clegg presents himself as still employed. He acknowledges however that he had by Christmas been anticipating that he would be dismissed but he thought that if so he would get a P45. He had advice in February that he had a claim for unfair dismissal.

8.35. I accept that Mr Clegg did not know what his position was. He was genuinely and justifiably bewildered. Having heard from him, I accept that his evidence was honestly given, that he has acted in good faith and expected the same of his employer.

8.36. If the contract did not terminate on 21 October, there is no clear date for termination.

8.37. I cannot conclude that the contract continued to run, with no work or pay being offered and no contact being made. Even if the contract is a zero hours contract, that lack of contact or any offer of work must eventually amount to repudiation. While Mr Clegg was patient, at some point his conduct in taking no action amounted to acceptance of the repudiation. He did not know that.

8.38. That termination was not at the end of September or even the end of October. It is not clear when after that it took place.

8.39. That the contract was terminated at some point is consistent with the claim made. Mr Clegg brought a claim for unfair dismissal and/or a redundancy payment. His case therefore is that the employment had terminated.

8.40. Mr Clegg sought advice from his union in February. From the course of events thereafter– the filing of a grievance, the approach to ACAS, the timing of the claim - his advisor did not recognise the complexity of the situation or when time started to run. Mr Clegg's actions are consistent with the standard advice given in relation to an unfair dismissal claim. It would take considerable expertise to assess the legal implications of this course of events. There is no certainty as to the date on which the contract terminated.

The extension of time

8.41. I held it to be not reasonably practicable to bring the claims earlier, having regard to all the circumstances, and in particular the advice available to Mr Clegg and the uncertainty created by the Respondent's approach as outlined above. Mr Clegg had a reasonable expectation of reasonable conduct from his long-standing employer and it took time to realise that there would be nothing more. It is not even clear when the Respondent decided against offering further work – the WhatsApp messages demonstrate a willingness to retain Mr Clegg's services.

8.42. I made no findings as to the date of termination or the terms of the contract.

8.43. In respect of the breach of contract claim, Article 7 of the 1994 Extension of Jurisdiction order provides that a breach of contract claim should be within three months, beginning with the effective date of termination of the contract giving rise to the claim, or, where there is no effective date of termination, within the period of three months beginning with the last day upon which the employee worked in the employment. In respect of breach of contract therefore there is a clear date from which the time limit operates, and my

finding remains that it was not reasonably practicable to bring the claim earlier, having regard to the uncertainty generated by the Respondent's conduct, the advice available to Mr Clegg and all the circumstances.

8.44. I did not make the same decision in respect of the redundancy payment claim. That is to be determined at the final hearing. The jurisdiction is not to consider whether to extend time to admit a claim but, for a claim made after the end of the period of six months from the relevant date but referred to the Employment Tribunal within the following six months, to determine whether it is just and equitable that the employee should receive a redundancy payment (section 164(2) Employment Rights Act 1996). I have not determined the date of termination and if this claim is late, the question of entitlement to a redundancy payment was not listed for this hearing.

Deposit Order

8.45. The Respondent applied for a deposit order in respect of any claims permitted to proceed. It is not appropriate in respect of the redundancy payment claim given the provisions of section 164(2), and the date of the claim, which is on any reading within the second six months referred to. The question of what is just and equitable is for the final hearing. The grounds relied on at paragraph 17 of the skeleton argument do not apply.

8.46. In respect of the other claims, it is not accepted that the principle in Vitol SA v Norelf Ltd applies to show termination by acceptance of the employer's breach as at 29 September 2021, for the reasons explained above and time has been extended for those claims to be brought. The grounds relied on for making a deposit order do not apply.

9. **Determination**

9.1. I do not determine the effective date of termination.

9.2. I find that the employment contract terminated at some date after the end of October 2021. There was fundamental breach of contract by the employer, which was accepted by Mr Clegg, by inference from his failure to take any further steps and confirmed in the making of a claim for unfair dismissal.

9.3. Time is extended for the claim for unfair dismissal, in respect of breach of contract, for unlawful deduction from wages and for accrued but unpaid holiday pay. It was not reasonably practicable for Mr Clegg to bring the claims in time.

9.4. Entitlement to a redundancy payment is to be considered at the final hearing.

9.5. There is a claim for “other payments”. It is not clear what that relates to and so what legal test applies in respect of time limits or the extension of time. That claim is to be clarified at the preliminary hearing.

Employment Judge Street

Date 3 February 2023

REASONS SENT TO THE PARTIES ON

7th February 2023

FOR THE TRIBUNAL OFFICE: GDJ