



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss B Littlewood

**Respondent:** Nuffield Health

## JUDGMENT

The text which appears at Paragraph 8.2 of the Claimant's ET1 claim form of 15 March 2023 from "Employer did offer me a COT3..." to the end of the paragraph is struck out as it would not be possible to have a fair hearing if that part of the claim form were not struck out.

## REASONS

1. On 27 June 2023, the Respondent applied to strike out those parts of the Claimant's ET claim form which included reference to terms of partial settlement negotiated with the assistance of ACAS. On 28 June 2023, Employment Judge Harfield expressed the preliminary view that part of the Claimant's claim form (at Paragraph 8.2) contained information which was privileged and therefore could not be disclosed to the Tribunal without the consent of both the Claimant and the Respondent. The Claimant was invited to provide any objections to that part of the claim form being therefore struck out.
2. On 30 June 2023, the Claimant responded as follows (so far as relevant):

I thought the point of a court hearing was for the truth to be heard. So if this information is needed then surely it should be available?
3. The purpose of civil court and tribunal proceedings is to resolve disputes, where the parties to them have been unable to do so, whether by way of negotiation, arbitration, mediation or conciliation (all of which are forms of agreed resolution). The courts and tribunals impose a resolution on the parties by way of a judgment.
4. However, to foster and facilitate the continued possibility of the parties reaching agreement and settlement without the imposition of a judgment, any

negotiations and communications which are entered into by the parties (with or without the assistance of ACAS) are confidential and cannot be disclosed unless both parties agree to such disclosure. This enables the parties to speak freely to each other in attempts to settle their dispute, in the knowledge that such discussions cannot be disclosed to the tribunal.

5. It follows that referring to settlement discussions and agreements in the ET1 claim form is not permitted in circumstances where, as here, one of the parties to the settlement discussions has not consented to their disclosure.
6. For those reasons, that part of the Claimant's ET1 claim form that refers to the terms of partial settlement are struck out.

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Employment Judge Povey  
Date - 24 July 2023

JUDGMENT SENT TO THE PARTIES ON 28 July 2023

FOR THE TRIBUNAL OFFICE Mr N Roche