EMPLOYMENT TRIBUNALS

Claimant: Mr E Blass

Respondent: Federated Hermes Limited

Heard at: **London Central**

On: **06 September 2023**

Before: **Tribunal Judge J E Plowright acting as an Employment Judge**

Appearances

For the Claimant: Mr R Downey, Counsel
For the Respondent: Mr M Lee, Counsel

RESERVED JUDGMENT
(ON AN OPEN PRELIMINARY HEARING)

The Judgment of the Tribunal is that:

1. The claims for detriment and dismissal due to a protected disclosure are dismissed.

2. The claims for racial discrimination and harassment are dismissed.

3. The claim for fixed-term employee detriment is dismissed.

4. In summary, all of the claimant's claims are dismissed.

REASONS

Claims and Issues

1. The claimant worked for this respondent on a fixed term contract between 11 April 2022 and 29 September 2022. The claimant worked there as a Voting and Engagement Analyst.

2. On 27 December 2022, the claimant started early conciliation proceedings with ACAS and received the certificate on 07 February 2023.

3. On 14 March 2023, the claimant submitted a claim form to the employment tribunal. The claimant brought claims of detriment/dismissal due to a protected disclosure, direct race discrimination, harassment and detriment due to being a fixed term employee.

4. On 10 May 2023, a response form and accompanying grounds of resistance were submitted to the employment tribunal. In the response form, it was argued that all the claims had been brought out of time. The respondent also sought to have the claim dismissed under Rule 27 of the Employment Regulations 2013, alternatively for the claim to be struck out, alternatively for the preliminary hearing to be converted into a public preliminary hearing to consider the strike out application.

5. On 11 May 2023, the claimant emailed the tribunal stating that the early conciliation period continued until 16 February 2023 and therefore that his claim form, submitted on 14 March 2023, was within time.

6. On 15 May 2023, the respondent's solicitors wrote to the tribunal in response to the claimant's email of 11 May 2023 and repeated their requests of 10 May 2023.

7. On 16 May 2023, the claimant then wrote to the tribunal in response to the respondent's email of 15 May 2023 in order to explain his position further in relation to the time limits issue.

8. On 16 May 2023, Employment Judge Stout converted the preliminary hearing of 07 June 2023 to a public preliminary hearing to determine whether each of the claimant's claims are in time.

9. The hearing of 07 June 2023 was postponed and listed for 06 September 2023 before me.

10. The issues in the case are as follows:

    10.1 Were the complaints of detriment/dismissal due to a protected disclosure presented within the normal three month time limit, as adjusted for the early conciliation process?

    10.2 If not, was it reasonably practicable for the claimant to present those complaints within the normal time limit?

10.2 If not, did the claimant bring the complaints within such further period as the tribunal considers reasonable?

10.3 Were the claimant's complaints of race discrimination, harassment and detriment due to being a fixed-term employee presented within the normal 3 month time limit, as adjusted for the early conciliation process?

10.4 If not, were the complaints presented within such further period as the tribunal thinks just and equitable?

Procedure, documents and evidence heard

11. In terms of documentation, I had before me a preliminary hearing bundle of 158 pages, the respondent's skeleton argument and a bundle of authorities produced by the respondent. I heard evidence from the claimant and from Mr Mortley. After hearing their evidence, I heard submissions from both representatives.

The Facts

12. The claimant worked for this respondent as a Voting and Engagement Analyst on a fixed-term contract that commenced on 11 April 2022 and was due to end on 10 October 2022.

13. On 22 August 2022, the claimant had a meeting with Mr Duguid who confirmed that the claimant's contract would not be extended beyond October 2022.

14. On 26 August 2022, after the meeting, the claimant emailed the respondent setting out various complaints, including complaints of direct race discrimination.

15. On 08 September 2022, the claimant emailed Mr Duguid regarding his recruitment stating that he had been told that there was 'every possibility' of a long-term role for him at the end of his fixed-term contract.

16. On 09 September 2022, Mr Duguid responded to the claimant's email of 08 September 2022.

17. On 12 September 2022, the claimant forwarded this email exchange on to Mr Mortley.

18. On 23 September 2022, the claimant used the respondent's whistleblowing hotline to raise a concern that he had been 'treated unfairly regarding being persuaded to join on a six month contract'.

19. On 29 September 2022, following an investigation into an unrelated matter, the claimant's contract was terminated.

20. On 27 December 2022, the claimant commenced the ACAS Early Conciliation process.

21. On 07 February 2023, ACAS issued an Early Conciliation Certificate and sent that certificate to the claimant by email. In the email the following is stated:

"You can now use this certificate to make a claim to an employment tribunal, if you still want to.

…

Make sure you submit your claim on time.

You have at least 1 month from the date you receive this certificate, if you notified Acas of the dispute within your time limit.

If you're concerned you might be out of time, make your claim as soon as possible. The employment tribunal judge will decide whether to accept it.

If you have any questions about time limits, contact the Acas helpline.

…

If you do make a claim to an employment tribunal, you can still use conciliation right up to and during the final hearing."

22. On the same date, the claimant emailed the ACAS conciliator asking whether this meant that the respondent declined early conciliation. The ACAS conciliator replied on the same date stating that the ACAS certificate had been issued automatically as the Early Conciliation Process had ended. However, the respondent was considering the matter and was due to contact ACAS with an update later that week.

23. On 12 February 2023, the claimant emailed the ACAS conciliator asking if the respondent had made contact with them. He went on to say this:

"I'm just concerned because a week ago the conciliation period ended, leaving me with one month to file a claim with the tribunal, so now I have only three weeks because I'm waiting on the respondent."

24. On 15 February 2023, the claimant wrote a chaser email to ACAS.

25. On 16 February 2023, the ACAS conciliator contacted the claimant to say that the respondent was unwilling to engage in early conciliation.

26. Between 24 February 2023 and 28 February 2023, the claimant emailed various firms of lawyers asking for assistance with his employment case. In one of his emails to Philip Landau, dated 24 February 2023, he states:

"I already compiled several claims and sent them to the respondent and applied for early conciliation via ACAS, but the respondent refused to negotiate. So now I need to file with the tribunal soon, I believe by 7th March."

27. On 28 February 2023, the claimant emailed 'Paul Doran Law' enquiring whether the firm would take his case on a no win, no fee basis. He states this:

"I already compiled several claims and sent them to the respondent and applied for early conciliation via ACAS, but the respondent refused to negotiate. So now I need to file with the tribunal soon, I believe by 7th March, which is this coming Tuesday."

28. On 01 March 2023, 'Paul Doran law' reply to his email offering hm various services.

29. On 02 March 2023, the claimant replied to the email of 01 March 2023, expressing an interest in drafting the claim form. He states this:

"Are you sure one of your solicitors with over 10 years of experience you mentioned would have time between now and the end of the day on Tuesday to do it?"

30. On the same date, 02 March 2023, Paul Doran Law replied stating that they can get this done pending signature of their paperwork and payment as soon as possible.

31. On the same date, 02 March 2023, the claimant replied and states this:

"Perhaps it'll take the solicitor less time to put together the claim form than usual, since I've already laid out all the details of the claims in the materials I sent you a couple days ago."

32. On 06 March 2023, at 21:56, Paul Doran emailed the claimant with two drafts for the claimant to consider.

33. On 07 March 2023, at 11:08am, the claimant emailed Paul Doran stating that the draft looks good to him, that he can add the dates that are missing before he submits the claim and then asks a few questions about the draft.

34. On 07 March 2023, at 12:33, Paul Doran replied to the claimant annotating the claimant's earlier email with answers in red.

35. On 14 March 2023, the claimant submitted his claim form.

The Law

Protected Disclosure Detriment/Dismissal

36. Section 48 of the Employment Rights Act 1996 ("the ERA") provides as follows:

(3) An employment tribunal shall not consider a complaint under this section unless it is presented

— (a) before the end of the period of three months beginning with the date of the act or failure to act to which the complaint relates or, where that act or failure is part of a series of similar acts or failures, the last of them, or

(b) within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of three months.

37. In relation to a claim for unfair dismissal, section 111(2) of the ERA mirrors section 48(3) of the ERA, save that three-month period in subsection (a) begins instead with the effective date of termination.

38. The three-month time limit in sections 48(3)(a) and 111(2)(a) is subject to the extension provided by section 207B of the ERA: see ERA ss. 48(4A) and 111(2A). This provides as follows:

> (2) In this section—
>
> (a) Day A is the day on which the complainant or applicant concerned complies with the requirement in subsection (1) of section 18A of the Employment Tribunals Act 1996 (requirement to contact ACAS before instituting proceedings) in relation to the matter in respect of which the proceedings are brought, and
>
> (b) Day B is the day on which the complainant or applicant concerned receives or, if earlier, is treated as receiving (by virtue of regulations made under subsection (11) of that section) the certificate issued under subsection (4) of that section.
>
> (3) In working out when a time limit set by a relevant provision expires the period beginning with the day after Day A and ending with Day B is not to be counted.
> (4) If a time limit set by a relevant provision would (if not extended by this subsection) expire during the period beginning with Day A and ending one month after Day B, the time limit expires instead at the end of that period.
>
> (5) Where an employment tribunal has power under this Act to extend a time limit set by a relevant provision, the power is exercisable in relation to the time limit as extended by this section.

39. When considering the words “reasonably practicable” the Court of Appeal has suggested that it is helpful to ask whether it was “reasonably feasible” for an employee to present a claim within 3 months: see Palmer v Southend-on-Sea Borough Council [1984] ICR 372 per May LJ at p. 384H-385B.

40. In Cygnet Behavioural Health Ltd v Britton [2022] IRLR 906, the EAT recently reviewed several of the authorities on the application of the “reasonably practicable” test, and held as follows (see per Cavanagh J at [19]-[27]):

> 8.1. The test is a strict one: see [19]-[20] and [27].
>
> 8.2. The onus of proving that the presentation of the claim was not reasonably practicable rests on the employee: see [21].
>
> 8.3. Ignorance or mistake on the part of an employee will satisfy that test only where it is both genuine and where it is reasonable on an objective analysis: see [23].
>
> 8.4. An employee considering a claim is expected to appraise themself of the time limits: see [53]. As the EAT noted, much of the information is now readily available online: see [56].

41. During the course of his submissions, Mr Downey referred me to the Court of Appeal decision in Marks & Spencer plc v Williams-Ryan [2005] ICR 1293 CA where at paragraph 20 it was stated that section 111(2) ERA should be given a liberal interpretation in favour of the employee. He argued that paragraph 27 of

Cygnet Behavioural Health Ltd v Britton [2022] IRLR 906 was therefore wrongly decided, when the EAT stated that there was no valid basis for approaching the case on the basis that the ET should attempt to give the 'not reasonably practicable' test a liberal construction in favour of the claimant. Firstly, he pointed out that although the EAT made reference to the way the Court of Appeal had interpreted section 111(2) in recent cases, no specific cases were cited. Secondly, he argued that the Court of Appeal authority in Marks & Spencer plc v Williams-Ryan [2005] ICR 1293 CA was binding authority on this issue.

42. Although I have considered the arguments that Mr Downey made in relation to this issue, I have applied the principles in Cygnet Behavioural Health Ltd v Britton [2022] IRLR 906 because this is the most recent authority on this issue. Having said that, nothing turns on this issue.

43. An employee cannot rely upon a mistake made by their legal adviser to argue that it was not reasonably practicable to present the claim in time, unless the adviser's mistake is itself an objectively reasonable one within the meaning of the statutory provisions: see Dedman v British Building & Engineering Appliances Ltd [1974] ICR 53 per Lord Denning MR at p. 61F and Scarman LJ at p. 64G.

44. Even if the tribunal finds that it was not reasonably practicable to present the claim in time, it must consider separately whether it was then presented within a reasonable further period: see Cygnet (above) per Cavanagh J at [24]. The test requires an objective consideration of the factors causing the delay and what period should reasonably be allowed in those circumstances for proceedings to be instituted, having regard to the strong public interest in claims in this field being brought promptly, and against a background where the primary time limit is 3 months: see Cullinane v Balfour Beatty Engineering Services Ltd EAT/537/10/DA per Underhill J (as he then was) at [16].

Discrimination

45. Section 123(1) of the Equality Act 2010 provides as follows:

"*Subject to section 140B proceedings on a complaint within section 120 may not be brought after the end of-*

(a) the period of 3 months starting with the date of the act to which these proceedings relate, or
(b) such other period as the tribunal thinks just and equitable."

46. It is for the employee to persuade the tribunal that it is just and equitable to hear any allegation of discrimination which is out of time. In Miller v Ministry of Justice UKEAT/0003/15/LA the EAT provided a summary of the relevant principles derived from the authorities. The discretion is a broad one, though the exercise of it to extend time is the exception, rather than the rule: see per Laing J at [10].

47. The relevant factors are a matter for the tribunal, though the Court of Appeal has held that the length of, and reasons for, the delay, and whether the delay has prejudiced the employer, will almost always be relevant: see Abertawe Bro Morgannwg University Local Health Board v Morgan [2018] ICR 1194 per

Leggatt LJ at [19] and Miller (above) per Laing J at [10]. The Court of Appeal recently re-emphasised that the tribunal should consider all of the relevant factors, including, in particular, the length of and reasons for the delay, in deciding whether it is just and equitable to extend time, rather than focusing its analysis on the Keeble principles by way of a checklist: see Adedeji v University Hospitals Birmingham NHS Foundation Trust [2021] EWCA Civ 23 per Underhill LJ at [37].

48. In contrast to the position when applying the reasonable practicability test, the fact that an employee received incorrect legal advice is a potentially relevant factor when considering whether it would be just and equitable to extend time: see Hunwicks v Royal Mail Group Plc UKEAT/0003/07 per Underhill J at [13].

49. However, it remains relevant to assess the genuineness and reasonableness of any professed ignorance on the part of an employee, and to assess whether that was causally relevant to the deadline being missed: see Hunwicks (above) per Underhill J at [9] and [14]-[15].

50. When assessing prejudice, the tribunal should take into account the fact that granting an extension of time will require it to consider events which occurred some time ago where that is a consequence of granting an extension, even where the formal delay in issuing the proceedings was short: see Adedeji (above) per Underhill LJ at [32]. The position was summarised by HHJ Auerbach in Concentrix GVC Intelligent Contact Ltd v Obi [2023] ICR 1 at [79] as follows:

"… I am not saying that in such a case, where formally the claim is out of time only by a day or a few days, that is itself a wholly irrelevant consideration. It, too, can be weighed in the balance. Nor am I saying that in a case where the difficulty facing the respondent has only come to pass since the claim was issued, that is necessarily an irrelevant consideration. It too can be weighed in the balance. The point is just that, where it appears that forensic difficulties face the respondent, which they would not have to face or deal with, if time were not to be extended, then that is a relevant consideration, and the tribunal will err if it fails to consider it and to place it in the balance."

51. The tribunal is not, therefore, limited to considering only disadvantages caused specifically by the delay in issuing proceedings: see A v Choice Support [2022] EAT 145 per HHJ Beard at [30] (in a case where it was argued unsuccessfully that the prejudice to the employer caused by the dismissal of a key protagonist prior to the expiry of the time limit was legally irrelevant).

<u>Fixed-term employee detriment</u>

52. Regulation 7 of the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 ("the 2002 Regs"), so far as relevant, provides as follows:

(2) Subject to paragraph (3), an employment tribunal shall not consider a complaint under this regulation unless it is presented before the end of the period of three months beginning—

(a) in the case of an alleged infringement of a right conferred by regulation 3(1) or 6(2), with the date of the less favourable treatment or detriment to which the complaint relates or, where an act or failure to act is part of a series of similar acts or failures comprising the less favourable treatment or detriment, the last of them; …

(3) A tribunal may consider any such complaint which is out of time if, in all the circumstances of the case, it considers that it is just and equitable to do so.

(4) For the purposes of calculating the date of the less favourable treatment or detriment under paragraph (2)(a)—

…

(b) a deliberate failure to act contrary to regulation 3 or 6(2) shall be treated as done when it was decided on.

(5) In the absence of evidence establishing the contrary, a person shall be taken for the purposes of paragraph (4)(b) to decide not to act—

(a) when he does an act inconsistent with doing the failed act; or

(b) if he has done no such inconsistent act, when the period expires within which he might reasonably have been expected to have done the failed act if it was to be done.

53. The three-month time limit in regulation 7(2) is subject to the extension provided by regulation 7A of the 2002 Regs: see 2002 Regs reg. 7(2A). Regulation 7A is in materially similar terms to section 207B of the ERA, set out above. The principles set out in respect of the just and equitable test above apply also to arguments under regulation 7(3) of the 2002 Regs.

Conclusions

Protected Disclosure Detriment/Dismissal

54. The claimant's contract was terminated on 29 September 2022. The early conciliation process commenced on 27 December 2022 and concluded on 07 February 2023. The claim form ought to have been presented by 07 March 2023 but was not presented until 14 March 2023. The claim was therefore out of time.

Was it reasonably practicable for the claim to be lodged within the original time limit

55. The claimant's case is that he believed that that the early conciliation period did not come to an end until 16 February 2023. He argues that this is because it was only on this date that he was informed by Agnieszka Sarynska, his conciliator, that the respondent was unwilling to co-operate. He states that he therefore believed that he had until 16 March 2022 to submit his claim form, and given this belief, he thought that when he submitted his claim form on 14 March 2022, he was submitting his claim form within the time limit.

56. In his witness statement, the claimant refers to the email accompanying the ACAS certificate which stated:

"Make sure you submit your claim on time.
You have at least 1 month from the date you receive this certificate, if you notified ACAS of the dispute within your time limit…"

57. The claimant states that the words 'at least' suggested to him that where one party delayed the process considerably and ultimately refused to participate in the process, he would not be penalized by being allowed only a very short time window during which to submit his claim.

58. However, I find that the evidence points very clearly to a conclusion that the claimant knew that the time limit for filing his claim form ended on 07 March 2023.

59. In his witness statement, he stated at paragraph 27 that he is not a lawyer and read up on employment tribunals and how to write and submit a claim form. This shows that he had done some research.

60. On a number of occasions, he has indicated that he believed that the deadline for submitting his claim form was on 07 March 2023.

61. On 12 February 2023, the claimant emailed ACAS stating this:

"I'm just concerned because a week ago the conciliation period ended, leaving me with one month to file a claim with the tribunal, so now I have only three weeks because I'm waiting on the respondent."

62. I find that it is clear from this email that the claimant knew that the conciliation period had ended when the ACAS certificate was issued on 07 February 2023.

63. The claimant suggests that his understanding changed with regard to this following the telephone call on 16 February 2023 when he was told that the respondent was not interested in conciliation. However at no point in any of the correspondence before me does the claimant suggests that he believed that the early conciliation ended on 16 March 2023. In fact, he continually states that he believed that he must submit his claim form by 07 March 2023.

64. In his email to Phillip Landau, dated 24 February 2023, the claimant states:

"I already compiled several claims and sent them to the respondent and applied for early conciliation via ACAS, but the respondent refused to negotiate. So now I need to file with the tribunal soon, I believe by 7th March."

65. Furthermore, in his email to 'Paul Doran Law' he repeats, in terms, what he stated above:

"I already compiled several claims and sent them to the respondent and applied for early conciliation via ACAS, but the respondent refused to negotiate. So now I need to file with the tribunal soon, I believe by 7th March, which is this coming Tuesday."

66. Then on 02 March 2023, the claimant states this in an email:

"Are you sure one of your solicitors with over 10 years of experience you mentioned would have time between now and the end of the day on Tuesday to do it?"

67. The claimant instructs 'Paul Doran Law' to draft his claim form and it is clear that both the claimant and 'Paul Doran Law' are working to a deadline of 07 March 2023.

68. On 06 March 2023, at 21:56, Paul Doran emailed the claimant with two drafts for the claimant to consider.

69. On 07 March 2023, at 11:08am, the claimant emailed Paul Doran stating that the draft looks good to him, that he can add the dates that are missing before he submits the claim and then asks a few questions about the draft.

70. On 07 March 2023, at 12:33, Paul Doran replied to the claimant replying to the claimant's queries in red.

71. When I consider all the above evidence, I find that the claimant did know that he needed to submit his claim form by 07 March 2023.

72. According to what he said in evidence, he was not happy with the draft and hence delayed submission of his claim form until 14 March 2023.

73. It is only when he submits his claim form that he suggests for the first time that the early conciliation period ended on 16 February 2023. In his claim form, he states the following at section 8.2:

"Please note that the ACAS certificate was automatically sent to me on 7 February 2023, before the conciliation period had concluded. At that stage the Respondent had not yet even responded to the ACAS conciliator with their intentions, and thus I did not know whether the Respondent would be agreeing to conciliation.

On 16 February 2023, Agnieszka Sarzynska, the ACAS conciliation officer, called to inform me the Respondent had decided to decline conciliation, thus ending the conciliation period. I then had to scramble to find a solicitor I could afford in order to prepare the claim statement in time. Therefore, I ask that you accept this claim as submitted within one month of the end of the conciliation period."

74. As I have already indicated, I find that the claimant knew that the early conciliation period did not end on 16 February 2023 but ended on 07 March 2023 and by the time he submitted his claim form, he was attempting to justify the late submission of his claim form.

75. In these circumstances I find that it was reasonably practicable for the claimant to bring his claim within the original time limit, namely by 07 March 2023.

76. I therefore dismiss his claims for protected disclosure detriment and automatic unfair dismissal.

The claimant's discrimination/harassment claim

77. There is no dispute that the primary time-limit is within three months of the discriminatory action. The respondent seeks to argue that the discriminatory action that the claimant complains of relates to incidents that occurred in August 2022 and not in relation to his dismissal.

78. In his grounds of complaint dated 14 March 2023, at no point does the claimant state that his dismissal was the result of direct discrimination. This is surprising given the fact that the claimant's case is that the reason he did not submit his claim form by 07 March 2023 was because he was not content with the draft. In those circumstances, one would have expected him to state that his dismissal was as a result of direct discrimination if that was what he was alleging. However, in his grounds of complaint, the claimant does refer to the 'discriminatory ethos' of the respondent 'that was made apparent in multiple ways'. He repeated in terms the same sentiment in his oral evidence and stated that he had simply given examples of an overall differential treatment and it continued throughout his employment to the dismissal.

79. In these circumstances, I am prepared to give the claimant the benefit of the doubt and I find that his claim of racial discrimination/harassment is that this continued up until the date of his dismissal, namely 29 September 2022.

80. However, there is no dispute, even taking the date of his dismissal, 29 September 2023, as a starting point, that the claim ought to have been submitted by 07 March 2023. He therefore submitted his claim out of time.

81. Therefore the issue that I must decide is whether it would be just and equitable to extend time for submitting his claim form.

82. The claimant's position is that it would be just and equitable to extend to extend time because he believed that the deadline for submitting his claim form was on 16 March 2023 and he believed that by submitting his claim form on 14 March 2023, he was submitting his claim form in time.

83. However, as I have already stated, the claimant knew that the time limit for submitting his claim form ended on 07 March 2023. The claimant may well have felt aggrieved that the respondent had not engaged with the early conciliation process but he nevertheless knew that early conciliation period ended on 07 February 2023 and not on 16 February 2023.

84. I acknowledge that the prejudice caused to the claimant by not extending time means that he will not be able to pursue his complaints against the respondent. However, the time limits are there for a reason and should not be lightly set aside. The claimant knew about these time limits and knew that he should submit his claim form by 07 March 2023 but chose not to do so because he was not content with the claim form as drafted. However, he had instructed lawyers to draft his claim form. He had corresponded with them about that draft on 06 March 2023 and 07 March 2023 and his lawyers answered his questions on 07 March 2023. In these circumstances, the claimant was in a position to submit his claim form on 07 March 2023 but chose not to do so. I acknowledge that the delay is relatively short but I find that the claimant's explanation that he was not

content with the draft of his claim form does not justify the delay in filing his claim form in circumstances where he knew that he needed to submit his claim form by 07 March 2023.

85. In terms of prejudice to the respondent, the respondent points out that Ms Wilson, who would be a key witness in this case, no longer works for the respondent. I bear in mind that the claim form was submitted only seven days after the deadline, and although I weigh this into the balance I attach little weight to this fact.

86. However, in circumstances where the claimant knew that he had to submit his claim form by 07 March 2023 but delayed, without good reason in my judgement, until 14 March 2023, I find that it would not be just and equitable to extend time for filing the claim in relation to his complaints of discrimination/harassment.

Fixed-term employee detriment

87. I can deal with this shortly because the test in relation to time limits is the same as the test in relation to discrimination/harassment. There is no dispute that the claim was filed out of time. The issue is whether it would be just and equitable to extend time for submitting the claim form.

88. I find that it would not be just and equitable to extend time for submitting the claim form for the same reasons I have given for not extending time in relation to the claimant's discrimination/harassment claim.

Conclusion

89. For the reasons I have given, I dismiss all of the claimant's complaints.

Date: 11/09/23

_____

Tribunal Judge J E Plowright acting as an Employment Judge

Sent to the parties on:

11/09/2023

For the Tribunal: