



# EMPLOYMENT TRIBUNALS

**First Claimant**

**Kit McGuire**

**Second Claimant**

**Elizabeth Graham**

**V**

**Respondent**

**David Crilly t/a The Cambridge Shakespeare Festival**

## CERTIFICATE OF CORRECTION

### Employment Tribunals Rules of Procedure 2013

Under the provisions of Rule 69, the Reserved Judgment signed on 30 August 2023, contained accidental slips, and the heading preceding paragraph 83 and 101 and paragraphs 104 and 105 are corrected as set out in bold type, underscored and shown as deleted to read as follows:

Is there a Contract **for** Service between the parties?

104. I found that a Contract **for** Service was formed between the Claimants and the Respondent. I deal below in more detail with why I found this was a Contract **for** Service,

105. During cross-examination both Claimants said they did not think they could be sued upon leaving but this would have led to the absurd result that there was no binding contract between the parties. In finding there was a contract between the parties I had regard to the fact that the corollary of the suggestion of there being a contract between the parties would mean that the Claimants' could have provided their services, then not been paid, and have had the accommodation withdrawn, but with no legal remedy. This would be

an absurd conclusion to draw, and I found there was a legally enforceable Contract **for** Service between the parties.

Employment Judge L Brown

Date: ...20 September 2023.....

Sent to the parties on: 21 September 2023.

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For the Tribunal Office

**Important note to parties:**

Any dates for the filing of appeals or reviews are not changed by this certificate of correction and corrected written reasons. These time limits still run from the date of the original judgment, or original judgment with reasons, when appealing.