



EMPLOYMENT TRIBUNALS

Claimant: Miss R Jeffery

Respondent: Priors Court Foundation

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The claimant was unfairly dismissed.
2. The respondent must pay the claimant £1,419.66 as compensation for unfair dismissal.

REASONS

1. An unusual situation has arisen in this claim.
2. The order of EJ L Brown dated 19 December 2023 describes the claimant's claim as a claim of constructive unfair dismissal only. Standard orders were made by EJ L Brown towards a final hearing listed to take place on 20-22 May 2024.
3. The order of EJ L Brown includes an agreed list of issues which include allegations of a number of apparently alarming incidents which the respondent is said to have done or, perhaps, allowed to have happened. It is the respondent doing or allowing these things to happen that is said to be a breach of the duty of trust and confidence. The claimant says she resigned in response to this and was unfairly constructively dismissed.
4. Correspondence from the respondent culminated in an email dated 28 March 2024. For the avoidance of doubt, this email was not before me when I made the observations set out in a tribunal letter dated 9 April 2024.
5. That email says, amongst other things:

“the respondent ... has confirmed that purely to bring the proceedings to a close in short order, it concedes a finding of ‘unfair dismissal’ in relation to

the claimant's termination of employment ... accordingly the respondent agrees to the proceedings being determined on that basis"

6. The email continues, saying:

"whilst ... the foundation is prepared to concede liability, this concession is provided to bring the litigation to a close so that the time and funds of the foundation are not spent in continuing to defend the proceedings"

7. Various points are made as to remedy which I will address later.

8. While it is clear from this letter that the respondent concedes liability for unfair dismissal, the letter goes on to say that the respondent does not admit various matters, which are essentially that the matters the claimant complains of occurred or that if they did that the respondent did them or allowed them to happen.

9. As with previous correspondence, exactly how the respondent saw this concession operating is not entirely clear. It is obviously made with the intention that the final hearing on 20-22 May 2024 should not take place (the respondent says it is made to save the costs of that hearing). The email says "*The respondent agrees to the proceedings being determined on this basis [the concession on unfair dismissal] ... and the claims thereby being dismissed (on the basis of no order for costs ...)*".

10. I don't see how the claim could be dismissed in the face of an open admission of liability. At the very least the outcome of this would be a declaration that the claimant had been unfairly dismissed – perhaps by way of a judgment by consent if the claimant agreed with this course of action.

11. However, the claimant does not agree with this. That is because "*they are not accepting liability for the causes of that unfair dismissal and therefore are not accepting liability at all*". The claimant goes on to describe the evidence she says she has in support of her claim.

12. Setting aside the question of remedy, it is not at all clear how the tribunal should proceed in this situation. We have an apparently open concession of liability on unfair dismissal, which is the only legal claim being brought. The respondent has adopted the somewhat difficult position that this should not imply acceptance of the allegations made by the claimant, and as far as I can tell the claimant wishes to continue in order to prove the truth of these allegations. For the avoidance of doubt there do not seem to be any *Polkey* or contributory fault arguments being run by the respondent, so the concession of unfair dismissal is not subject to those kinds of arguments.

13. I am not aware of any previous authority dealing with a situation such as this. I will, however, apply two principles that seem to me to be relevant.
14. The first is that as a general rule the purpose of employment tribunals is to rule on whether individual or sometimes collective employment rights have been breached. A decision that there has been an unfair dismissal is essentially the same thing to a tribunal whether it is based on what some people might see as a technicality or based on the most appalling behaviour by a respondent. The end result is the same and has the same legal significance. The tribunal is not intended as a venue for a general review of employment practices or establishing individual facts except insofar as is necessary for the tribunal to reach a decision on whether a dismissal is fair or unfair. In this case the respondent have conceded that the dismissal is unfair. The claimant cannot get more from the tribunal than a decision that her dismissal was unfair (plus, of course, compensation or another remedy for that unfairness). In the course of reaching a decision that a dismissal is unfair the tribunal may have to make findings of fact along the way, but if the fairness of the dismissal is no longer in dispute there is no need to make such findings.
15. The second is that the rule which appears to fit this situation best is rule 21, which applies "*where the respondent has stated that no part of a claim is contested*".
16. This would usually be taken to apply on submission of an initial response to the claim, but I do not see why it should also not apply where the concession is later in the process. Arguably part of the claim is contested. The respondent has not accepted the detail of the allegations made by the claimant. But I read the idea of "no part of a claim is contested" as being that there is no cause of action (such as unfair dismissal) that is contested, not that no fact relied upon by a claimant is contested.
17. On that basis it seems to me that the circumstances in rule 21(2) and (3) apply, and it is clear that with unfair dismissal being conceded I can make the determination that the claimant has been unfairly dismissed. I have done so.
18. There remains the question of the remedy for unfair dismissal.
19. The respondent says that the amount the claimant seeks is £1,419.66 and in the course of correspondence has produced a document headed "*Revised Remedy the Tribunal is being asked to award*" which comes to that amount. In recent correspondence the claimant, while disputing the terms of the respondent's concession, has not disputed the amount said to be the remedy sought. On that basis I consider I can proceed to award the amount she appears to be seeking by

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way of compensation, which is £1,419.66. That concludes the claim and the hearing listed for 20-22 May 2024 will not take place.

Employment Judge Anstis

Date: 26 April 2024

JUDGMENT SENT TO THE PARTIES ON
30 April 2024

AND ENTERED IN THE REGISTER

FOR THE TRIBUNAL OFFICE