



## EMPLOYMENT TRIBUNALS

Claimant: Miss L Harrison  
Respondent: SLM Community Leisure Charitable Trust

Heard at: London Central (by CVP)

On: 8/4/2025  
Before: Employment Judge Mr J S Burns

### Representation

Claimant: Mrs Masters (Lay Representative)  
Respondent: Mr R D Mullen (Solicitor)

### JUDGMENT

1. The unfair dismissal claim has been brought in time and may proceed to a Full Merits Hearing
2. The harassment claims have not been brought in time and are struck out.
3. The Respondent's application for a deposit order is dismissed on withdrawal.

### REASONS

1. I considered evidence in a PH bundle of 108 pages and heard evidence from the Claimant and Mr C Bate for the Respondent. The Claimant produced three witness statements, one dated 21/11/24, and two statements dated 7/12/24. I also considered a Respondent's skeleton argument and bundle of authorities.

### Findings of Fact

1. The Claimant signed an employment contract on 18/5/2018 shortly before she started work on 1/6/2018. She stated that she could not recall whether she was given a copy of the contract at the time. Mr Bate's unchallenged evidence was "*that the Respondent's standard practice in relation to issuing contracts of employment is to print two copies and give one to the employee.*" On a balance of probabilities, I find that the Claimant would have been given a copy on 18/5/2018.
2. In any event she confirmed that on 28/6/2023 when she was dismissed, she was given another copy of her contract.
3. The contract states that the employment was with "the company" and that "the company" was "*Sports Leisure Management Ltd/SLM Community Leisure Charitable Trust*". This is in fact a reference to two legal entities; one being a limited company, the correct name of which is "*Sports and Leisure Management Ltd*" (company number 02204085) and the second not being a company at all but a community benefit society in the form of a trust, of which Sports and Leisure Management Ltd is the "member" (in effect the controller).

4. Hence the contract is ambiguous - firstly because it contains a typographical error by omitting the word "and" in the company name, secondly by giving the name of two separate legal entities as the single employer, and thirdly by calling two entities (one of which is not a company) by the singular name "company".
5. During her employment the Claimant received monthly payslips. These stated "*Everyone Active*" and "*Everyone Health*" at the top of the page. These are trading names used by the SLM group generally but are not the name of any specific company. The payslips did not bear the name of the correct employer/s, as they should have done.
6. The Claimant was summoned to a disciplinary meeting by letter dated 22/6/23 and then dismissed by letter dated 28/6/2023. The letters were signed by Alan Powel under the words "*SLM Charitable Trust*" but were printed on a letter-head which has the words "*Everyone active*" prominently at the top and the following words in small type at the foot "*Everyone Support Hub and Registered Office (address given) Everyone Active is the trading name of the SLM Group Sports and Leisure Management Limited*".
7. The Claimant appealed but her appeal was dismissed by a letter signed by Cameron Bate over the words "*Sports and Leisure Management*" using a slightly different letterhead which included the words "*Everyone Active*", "*Everyone Active Sports hub*" and "*Registered No 2204085 Sports and Leisure Management*".
8. I was not shown any P45 which may have been issued to the Claimant after dismissal.
9. The Claimant started ACAS Early Conciliation on 6 August 2023 ("day A as referred to in s207B(2)(a) ERA 1996 (against "Everyone Active)").
10. ACAS Early Conciliation finished on 17 September 2023 ("day B" as referred to in s207B(2)(b)).
11. The original limitation date under section 111 ERA 1996 was 27 September 2023 (i.e. 3 months less 1 day from 28 June 2023).
12. There were 42 days between the day after day A and day B and therefore the deadline to issue the claim was 8 November 2023 ("the Time Limit").
13. A claim against an incorrect company (SLM Leisure Limited) was submitted on 16 October 2023 ("the First Claim")

14. That claim was rejected by the Tribunal on 18 November 2023 because SLM Leisure Limited (company number 05713706) had been dissolved and so there was no Respondent in existence.
15. On 23 November 2023 the Claimant sought a reconsideration citing as her employer SLM Fitness and Health Limited or Sports and Leisure Management Limited.
16. On 5 January EJ Roper refused that application indicating that the Claimant would need to reissue against those companies supported by an ACAS Certificate.
17. On 8 January the Claimant asked simply that her claim be amended and on 8 February EJ Bax reiterated the message EJ Roper had conveyed in January.
18. The Claimant tried to get ACAS to amend her EC form but was unsuccessful in so doing.
19. She submitted a new claim against Everyone Health Limited on 27 February 2024 ("the instant claim") which was accepted by the Tribunal.
20. An ET3 and GOR were filed by Everyone Health limited on or about 27/6/2024. This stated in paragraph 3 "*The Claimant was employed by SLM Community Leisure Charitable Trust. We request that the name of the Respondent is amended to SLM Community Leisure Charitable Trust.*"
21. There was a PH on 10/9/2024 at which EJ Dawson sought clarification from Ms Findlay, solicitor, who then appeared for the Respondent, as to which entity she appeared for and which entity had been the employer. Ms Findlay confirmed what was stated in the ET3/GOR and by consent the name of the Respondent was amended to *SLM Community Leisure Charitable Trust*.
22. The Claimant does not appear to be a sophisticated person and she is a single mother with four dependent children living on state benefits.

A summary of relevant law relating to time limits

Re Unfair Dismissal

23. The primary time limit in which to present a claim for unfair dismissal arising under Section 94 Employment Rights Act 1996 is set out in Section 111 Employment Rights Act 1996. Ordinarily, that would be "before the end of the period of three months beginning with the effective date of termination" (Section 111(2)(a) ERA 1996).
24. Alternatively, the claim must be presented to the Tribunal "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” (Section 111(2)(b) ERA 1996).

25. Section 111(2A) qualifies that the time limit referred to above, is subject to any extensions of time afforded by Section 207B ERA 1996 (i.e. allowing for any period of ACAS Early Conciliation).

#### Re Harassment

26. Section 123 of the Equality Act 2010 provides that ‘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 the complaint relates, or b) such other period as the employment tribunal thinks just and equitable.”
27. It is for the Claimant to satisfy the tribunal that it is just and equitable to extend the time limit and the tribunal has a wide discretion. There is no presumption that the Tribunal should exercise that discretion in favour of the claimant. It is the exception rather than the rule - see Robertson v Bexley Community Centre 2003 IRLR 434
28. The Tribunal may have regard to the checklist in section 33 of the Limitation Act 1980 as modified by the EAT in British Coal Corporation v Keeble and Ors 1997 IRLR 336, EAT: The length and reasons for the delay, the extent to which the cogency of the evidence is likely to be affected by the delay, the extent to which the party has cooperated with any requests for information, the promptness with which the claimant acted once he knew of the facts giving rise to the cause of action, and the steps taken by the claimant to obtain appropriate advice once he knew of the possibility of taking action.
29. The Court of Appeal in Abertawe Bro Morgannwg University Local Health Board v Morgan 2018 IRLR 1050 noted that “factors which are almost always relevant to consider when exercising any discretion whether to extend time are: (a) the length of, and reasons for, the delay and (b) whether the delay has prejudiced the respondent (for example, by preventing or inhibiting it from investigating the claim while matters were fresh).”

#### Consideration

##### Unfair dismissal:

30. It has been accepted for today’s purposes that the instant claim started not when the name of SLM Community Leisure Charitable Trust was substituted on 10/9/24 but when the claim was presented against Everyone Health Limited on 27/2/24. Even treating the matter on that basis, the instant claim when brought was over three months outside the primary limitation period.
31. I accept that the Claimant was genuinely confused about the true identity of her employer. Had the contract been clear I would have had more sympathy for the Respondent’s submissions, but it was ambiguous.

32. It is notable that even now the Respondent and its legal representatives do not submit or concede that Sports and Leisure Management Limited was the employer, or at least one of two employers, albeit that a mistyped version of the name of that company appears as the first legal entity in the identification of the employing company in the employment contract.
33. Even today, there has been a degree of ambiguity about the situation, inasmuch as the contract refers to two employers but the case has been proceeding against only one, following what was stated about this on the Respondent's behalf in the GOR and at the last PH and today.
34. The name "*SLM Community Leisure Charitable Trust*", which is now agreed to be the name of the sole previous employer, did not appear in any payslip or in any of the letters dealing with the Claimant's dismissal or appeal that I have been shown.
35. It is said that the Claimant could have checked with Companies House. This was certainly not a place at which she could have found any statement as to which entity her employer had been.
36. It is said that she could have contacted the Respondent to check who had been her employer. The Claimant stated in oral evidence that she had contacted someone within the Respondent in November 23 by telephone to ask, and had been told that the employer was Sports and Leisure Management Limited, but I give this little weight because she did not refer to this in her witness statement for today, and did not reply previously to the Respondent's representative specifically asking this question of the Claimant's representative on 7 January 2025 and chasing her for a response to this question on 16 January 2025 and 27 February 2025.
37. Given the confusing state of the inter-company arrangements in the SLM group and the use of generic stationary and letterheads, it is likely that the Claimant would have received a confused or misleading answer even if she had made such an enquiry.
38. It does appear from the Claimant's reconsideration request on 23 November 2023 referred to above that by then she thought that her employer was either SLM Fitness and Health Limited or Sports and Leisure Management Limited, but notably, on the Respondent's case neither of these entities had been in fact her employer.
39. Given the ongoing difficulties caused by the ambiguous contract, and the uninformative and misleading payslips and letterheads, the Claimant's difficulty in finding out the name of the true employer was entirely understandable. It was not reasonably practicable for the

Claimant to have issued her claim against the correct legal entity within the primary limitation period.

40. During the period between the final rejection of her first claim on about 8/2/24 and the presentation of the second claim on 27/2/24 the Claimant was still trying to get a new or amended ACAS certificate (as she had been advised to do by EJs Roper and Bax), and she was still making fruitless attempts to find out who her employer had been. Even by 27/2/24 she had not succeeded in doing so. She found this out only when this confirmed for the first time by the Respondent in late June 2024. Hence, she also issued her second claim within a reasonable time after the expiry of the primary limitation period.
41. Hence the unfair dismissal claim has been brought in time and may proceed.

### Harassment

42. During the preliminary hearing on 10 September 2024 (it had not been identified in the ET1) the Claimant identified for the first time the following alleged harassment:
- In or around December 2018 Helen Barnes disclosed to members of staff that the Claimant's child was undergoing gender re-assignment;
  - Around November 2021 Noel Hickman asked the Claimant whether her son had a diagnosis of autism and whether he was actually autistic;
  - On or around 10 January 2023 Mark Mowatt said words to the Claimant to the effect of "I'll make sure you never date another black man";
  - On or around 10 January 2023 Maxine Barnes said to Mark Mowatt words to the effect that the Claimant should not be involved with a man of "that ethnicity";
  - In February 2023 Mark Mowatt disclosed to Teyha James that the Claimant's child was undergoing gender re-assignment;
  - In February 2023 Teyha James questioned the Claimant about how many sons and daughters she had;
  - In February 2023 Mark Mowatt said to the Claimant that her daughter was a he/she.
43. Harassment under s.26 of the Equality Act 2010 is the only form of discrimination identified by the Claimant.
44. The harassment claims are significantly late, as they were submitted on 27 February 2024, approximately 1 year after the last alleged act of harassment in February 2023, approximately three years after the allegation against Noel Hickman and over five years after the allegation against Helen Barnes.
45. The Claimant made vague references to having complained to her colleagues but she agreed that she did not raise any grievance or formal complaint about any of these matters while she was employed. Hence the Respondent did not have an opportunity to investigate or deal with them at the time.
46. The Claimant said she did not claim when employed because she did not want to lose her job but the law would have given her a remedy for any victimisation.

47. The passage of time since these stale alleged incidents are said to have occurred would cause significant forensic prejudice on the part of the Respondent if it had to deal with them now. For example, as explained in Mr Bate's unchallenged evidence on the point, Noel Hickman has no recollection now of a claimed conversation in 2021 about whether the Claimants child was autistic and Mark Mowatt is no longer employed by the Respondent.
48. The confusion on the Claimant's part about who her employer had been is an inadequate explanation for the delay in claiming harassment. If these claims were to be brought at all they could and should have been brought within a few months of when the harassment allegedly occurred, in which case the claims would have been brought when the Claimant was still employed, during which period she would have had easy means at her disposal of clarifying who her true employer was and also have given the Respondent an opportunity for a fair defence. Instead the Claimant waited until 10 September 2024 before even specifying what she wanted to claim about.
49. It is not just and equitable to extend time for the harassment claims, so they are outside the jurisdiction of the Employment Tribunal and must be struck out.

Employment Judge J S Burns  
8/04/2025  
For Secretary of the Tribunals  
Date sent to parties  
25/4/2025

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