



## **EMPLOYMENT TRIBUNALS (SCOTLAND)**

**Case No: 8000273/2025  
Held on Cloud Video Platform  
on 27 August 2025**

**Employment Judge A Jones**

**Ms S Mason**

**Claimant  
No appearance**

**Heart of Glencoe Ltd**

**Respondent  
Represented by:  
Ms L Doci, solicitor**

### **JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

1. The claimant's claim of unfair dismissal is dismissed on withdrawal by the claimant.
2. The claimant's claim of breach of contract is struck out in terms of rule 38(1)(a) on the basis that it has no reasonable prospect of success.

### **Reasons**

1. The claimant had lodged a claim of unfair dismissal and breach of contract. The claim of unfair dismissal was withdrawn by the claimant on the basis that she did not have sufficient qualifying service for the Tribunal to determine the claim and is therefore dismissed. The claimant was then ordered to provide a copy of her contract of employment and set out the alleged breaches of that contract which the Tribunal had jurisdiction to determine. The claimant sent a letter on 24 April setting out a number of matters she alleged amounted to breaches of contract, these appeared to be in summary:
  - i) The workload was unreasonable

- ii) Expenses were not paid timeously
  - iii) The claimant was required to work excessive hours in May 2024
  - iv) The accommodation which was provided was not suitable
  - v) No employee handbook was provided
  - vi) Holiday pay scales were amended at short notice
  - vii) Health and safety matters were not taken seriously.
2. A hearing on strike out was then listed to determine whether the claims had any prospects of success. On the morning of the hearing the claimant contacted the Tribunal to indicate that she would not be able to attend the hearing because of work commitments. No postponement application was made by her. The hearing therefore proceeded in the absence of the claimant.
  3. I outlined to the respondent's solicitor what I understood the matters the claimant said amounted to breaches of contract to be and she confirmed that this was her understanding. The respondent's position remained as set out in their letter of 27 May 2025 that the claims should be struck out.
  4. The Tribunal's jurisdiction in relation to questions of breach of contract is set out in section 3 of the Employment Tribunals Act 1996 and the Employment Tribunals Extension of Jurisdiction (Scotland) Order SI 1994/1624. Particular types of claims are excluded from the Tribunal's jurisdiction which include damages for personal injury and breach of a contractual term imposing an obligation on the employer in connection with the provision of living accommodation.
  5. The claimant has not set out any damages which she alleges arise directly from the alleged breaches of contract. She does not suggest that she was not paid for the hours worked or the expenses claimed. There are therefore no losses which could be awarded in those respects. Any claim in relation to accommodation is excluded from the Tribunal's jurisdiction. No losses arise from any alleged failure to provide an employee handbook. The Tribunal does not have jurisdiction to determine any matters which arise out of any health and safety failings.
  6. While the matters complained of by the claimant may have been founded upon in a claim of unfair dismissal, they do not amount to free standing breaches of contract which have any prospects of success.
  7. In these circumstances, the claim of breach of contract does not have any prospects of success and it is struck out in terms of rule 38(1)(a).