



EMPLOYMENT TRIBUNALS

Claimant: Mr P Lindsay

Respondent: Yucca Recruitment Agency Limited

JUDGMENT

The Claimant's application dated 2 November 2025 for reconsideration of the judgment sent to the parties on 1 November 2025 is refused.

REASONS

1. The Claimant brought claims of unauthorised deduction from wages, failure to pay holiday pay, unfair dismissal, breach of contract and statutory redundancy payment. The claim was presented on 22 January 2025. On 19 July 2025, EJ Ramsden wrote to the parties indicating that she was considering striking out the latter three complaints on the basis that they had no reasonable prospect of success. That was because it appeared from the claim form that the Claimant remained in employment, and each of those claims can only be brought where employment has terminated. EJ Ramsden directed the Claimant to write to the Tribunal within 7 days if he wished to make representations on the proposed strike-out.
2. The Claimant wrote to the Tribunal on the same day. Within that email, he said this:

I initially resigned in writing on 22 January 2025, after not being paid in December or January, being locked out of all company systems, and receiving no access to any work as there was no 'office', work, or formal communication seen in the evidence bundle. The Respondent asked to keep me on and failed again to provide any wages or work.

I resigned again on 13 February 2025, in writing with two weeks' notice, following two months of no pay and complete exclusion from operations. Since then, I have worked for other companies continuously so the idea my employment is continuing is absolutely incorrect.

3. He also said this:

"I also oppose the proposal to strike out my breach of contract claim. As stated above, my employment clearly ended on 13 February

2025, and I have not worked for the Respondent since."

4. On 15 October 2025 I entered a judgment dismissing the complaints of unfair dismissal, breach of contract and statutory redundancy payment ("the Judgment). The Judgment was sent to the parties on 1 November 2025.
5. By an email of 2 November 2025, the Claimant applied for reconsideration of the Judgment. Within that email:
 - a. The Claimant suggested that he had been constructively dismissed before his claim was presented. He also, however, said this:

"I formally resigned on 22 January 2025, citing non-payment and exclusion.
When no wages or work followed, I resigned again on 13 February 2025 with two weeks' notice, confirming the end of my employment."
 - b. The Claimant additionally suggested that the Judgment wrongly concluded that he had failed to respond to EJ Ramsden's letter.
6. Under Rule 68 of the Employment Tribunal Rules of Procedure, the Employment Tribunal may, either on its own initiative or on the application of a party, reconsider a decision where it is necessary in the interests of justice to do so. On reconsideration, the decision may be confirmed, varied or revoked.
7. Rule 69 provides that an application for reconsideration under Rule 68 must be made within 14 days of the date on which the decision (or, if later, the written reasons) were sent to the parties.
8. The process by which the Tribunal considers an application for reconsideration is set out in Rule 70. Where the Judge considers that there is no reasonable prospect of the original decision being varied or revoked, the application shall be refused. Otherwise, the Tribunal shall send a notice to the parties setting out a time limit for any response to the application by the other parties, and seeking the views of the parties on whether the application can be determined without a hearing. The rules give the Tribunal a broad discretion to determine whether reconsideration of a decision is appropriate.
9. The Claimant's application was received within the relevant time limit. I therefore consider it under Rule 70.
10. The first limb of the Claimant's application suggests that he had been constructively dismissed before the claim was presented. Read as a whole, however, I understand what the Claimant is saying is that the situation which he relies upon as constituting a repudiatory breach of contract existed before his claim was presented. That is because, as I have quoted above, the Claimant's own position is that his employment did not formally come to an end until he gave notice on 13 February 2025. And it is the date that his employment was formally brought to an end which is the important one for

the purposes of establishing the Tribunal's jurisdiction to consider the complaints in question. That date post-dates the presentation of the claim form, meaning that the Tribunal does not have jurisdiction to consider those complaints.

11. The second limb of the application is that the judgment wrongly concluded that the Claimant did not respond to EJ Ramsden's strike out warning. What the judgment says is this:

"The claimant has failed to make representations in writing, or has failed to make any sufficient representations, why [the strike out] should not be done or to request a hearing"

12. As my letter to the parties of the same date made clear, I considered the Claimant's email of 19 July 2025 before entering the strike out judgment. There was nothing within that email which led me to consider that the Claimant's employment had ended, or even that notice of termination had been given, before the claim was presented.

13. Having carefully considered the Claimant's application, and bearing in mind the importance of finality in litigation and the interests of both parties, I am not satisfied that there is any reasonable prospect of the strike out judgment or any part of it being varied or revoked. The application for reconsideration is therefore refused.

Approved by:
Employment Judge Leith
Date: 10 November 2025