



EMPLOYMENT TRIBUNALS

Claimant: Ms S Peco
Respondent: Pizza Express (Restaurants) Limited
Heard at: Watford Employment Tribunal
On: 10 February 2026
Before: Regional Employment Judge Foxwell

Representation

Claimant: In person
Respondent: Mr K Campbell-Drummond, solicitor

JUDGMENT having been sent to the parties on 15 February 2026 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

REASONS

1. The claimant, Miss Svjetlana Peco, has been employed as a waiter by Pizza Express (Restaurants) Limited, the well-known restaurant chain, since 1997. She continues to work for the company.
2. Having gone through early conciliation between 28 January and 3 February 2025, on 18 February 2025 she presented claims to the Employment Tribunal of unlawful age discrimination and breach of contract. The respondent defended the claims contending that the complaint of age discrimination was inadequately explained, and that the Tribunal did not have jurisdiction to deal with a complaint of breach of contract because the employment relationship was continuing. Subsequently, on 14 July 2025, the claimant applied to amend her claim to withdraw the complaint of age discrimination explaining that her claim really related to her contractual terms, and she characterised that as a claim of breach of contract. This application was dealt with by Employment Judge Tynan who directed that the complaint of age discrimination would be dismissed on its withdrawal at a hearing, and that is something I have done today. So that aspect has been disposed of but that left the complaint of breach of contract.
3. The respondent has made two applications to strike out the claim. The first, made on 14 July 2025, related to both aspects of the complaint, age discrimination and breach of contract. It made a renewed application on 15

October 2025, relating to the one remaining claim, namely breach of contract. The respondent made the point that the tribunal has no jurisdiction to deal with such a claim when employment is continuing. The application was made therefore under Rule 38(1)(a) of the Employment Tribunal Procedure Rules 2024 on the basis that the Tribunal had no jurisdiction to consider all that remained in the claim.

4. Originally, this case had been listed for a final hearing today and the tribunal had made orders for the disclosure of witness statements and relevant documents. Subsequently, Employment Judge Gumbiti-Zimuto converted this hearing to a public preliminary hearing to deal with the respondent's strike out application and to consider, insofar as it may be necessary, its alternative application for a deposit order. Nevertheless, Ms Peco complied with orders that had been made for the original full merits hearing: she prepared a witness statement and two bundles of documents. I have read her witness statement. I have also considered the pleadings, that is the claim form and response, and the applications that each party has made. I received oral submissions in this hearing from Mr Campbell-Drummond for the respondent, and Ms Peco on her own behalf.
5. Mr Campbell-Drummond made the obvious point (by which I mean no disrespect) regarding the breach of contract claim, and he is undoubtedly right that the Tribunal has no jurisdiction to deal with a free-standing complaint of breach of contract on the facts of this case. That came as a surprise and disappointment to Ms Peco and I can understand why she assumed that Employment Tribunals have power to deal with multiple aspects of the employment relationship, including potential breaches of contract when that relationship still exists, but that is not the law. The Employment Tribunals (Extension of Jurisdiction) Order 1994, which conveys a breach of contract jurisdiction on Tribunals, states clearly that the Tribunal's power to deal with complaints of breach of contract exists only once the employment relationship has ended. Paragraph 3 of the Order says as follows (emphasis added):

Extension of jurisdiction

3. Proceedings may be brought before an employment tribunal in respect of a claim of an employee for the recovery of damages or any other sum (other than a claim for damages, or for a sum due, in respect of personal injuries) if—

(a) the claim is one to which section 131(2) of the 1978 Act applies and which a court in England and Wales would under the law for the time being in force have jurisdiction to hear and determine;

(b) the claim is not one to which article 5 applies; **and**

(c) the claim arises or is outstanding on the termination of the employee's employment.

6. I asked Mr Campbell-Drummond to address me however on the question whether, properly construed, this claim form gives rise to a complaint under Part 1 and section 11 of the Employment Rights Act 1996 ("ERA"). These concern the provision of particulars of employment. I drew to his attention the claimant's case that she had a 20 hour contract which was reduced by agreement to five hours

a week as, according to her, a temporary change in the belief that she continued to have the benefit of a 20 hour contract when the temporary change came to an end. He argued that this construction did not appear, or appear clearly, from the wording used originally in the claim form.

7. I think that it is helpful to set out in full the opening sentences in box 8.2 of the form ET1. The claimant said as follows:

“I’m working for Pizza Express for more than 27 years with a 20 hours contract. Since October 2023 I requested verbally to work 5 hours a week that was agreed with my previous manager, I never signed a new contract when I changed my hours. In December 2024 I asked to work 5 hours extra which is in my contract (I have contract 20 hours) I was refused by my new manager Vanya with reason of labour cuts. I challenged her as lots of other employees with 5 hours contracts are working more hours...”

8. Mr Campbell-Drummond’s point is that there is no statement there that the variation in October 2023 was temporary. I have paid careful regard to that but I have also taken account of the information the claimant has provided in her witness statement and in the documents which she has included in her bundle. It is quite clear from those sources that she asserts that the reduction in hours that was agreed verbally in 2023 was temporary. Whether that is correct or not, is not something I can decide at this hearing but I must take the claimant’s case at its highest as this is, after all, an application to strike out her claim entirely.
9. It appears to me that it is at least arguable that there was a temporary variation of the claimant’s contract in 2023 and whether that is borne out by the evidence is something that would have to be resolved on another day.
10. How might that fit into the Tribunal’s jurisdiction? It has power under section 11 of the ERA to consider complaints regarding the provision of employment particulars either at the commencement of employment, section 1, or, where there is a material change in employment particulars, section 4. Section 4 may be engaged here.
11. Ms Peco was understandably concerned to demonstrate that her employer had acted, as she sees it, in breach of contract and unfairly towards her. Whilst I do not doubt the genuineness of her belief, that does not give the Tribunal jurisdiction in areas where Parliament says it does not have it. The question I have to ask myself, however, is whether, stepping back and taking account of the fact that she is self-represented, that this is, in truth, a claim under Part 1 of the Employment Rights Act 1996 or, at the very least, arguably so.
12. I am satisfied that in this complaint the claimant is asserting that 20 hours work is what she is entitled to under her contract, and that there has been a material change which was undocumented. She is requesting that the Tribunal specify what her hours are. In reaching that conclusion I have considered her reluctance to sign a new contract which, as I understand her case, would be one under which she would have variable shifts with flexibility determined by her employer. She prefers, I infer, the certainty of fixed hours that she can rely on. Whether she is entitled to that or not once the Tribunal determines the particulars of her

employment, is a question to be decided at a hearing but I do not find that that is something that can simply be struck out today.

13. That still leaves the fundamental question, however, whether there is such a claim on the claim form? If there is not, then it is not something before the Tribunal. Stepping back and looking at the claim form as a whole and taking account of the fact that it is, so to speak, a homemade attempt at expressing the nature of the dispute, I find that it can be properly construed as a complaint within the ambit of Part 1 of the Employment Rights Act 1996.
14. Accordingly, the respondent's application to strike out the claim succeeds in part in that the complaint of breach of contract must be dismissed for the reasons I have given, but the claim under Part 1 of the Employment Rights Act 1996 continues.
15. Having given that determination Mr Campbell-Drummond indicated that he was not pursuing the application for a deposit order.

Approved by:

Regional Employment Judge Foxwell

6 March 2026

SENT TO THE PARTIES ON

6 March 2026

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FOR THE TRIBUNAL OFFICE