



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr Neil Harrison

v

FMH Conveyors International Ltd

Heard at: Cambridge

On: 29 April 2026

Before: Employment Judge Tynan

Appearances

For the Claimant: In person

For the Respondent: Mr R Wayman, Counsel

The Claimant's application for interim relief having been refused and written reasons having been requested by the Claimant in accordance with Rule 60(3) of the Employment Tribunal Procedure Rules 2024, the following reasons are provided:

REASONS

1. The Claimant was employed by the Respondent as a CAD Designer. On 14 April 2026 he submitted an application for interim relief, on the basis he said that he had been dismissed for blowing the whistle. In his claim form the Claimant states that his employment ended on 19 April 2026. He did not state that he was still in a period of notice. It became clear during the hearing that he has settled upon that date by extending his termination date of 19 March 2026 by one month to reflect his contractual notice period.
2. Pursuant to section 128(2) of the Employment Rights Act 1996, 'The tribunal shall not entertain an application for interim relief unless it is presented to the tribunal before the end of the period of seven days immediately following the effective date of termination (whether before, on or after that date).'
3. The 'effective date of termination' is a statutory term, defined in section 97 of the 1996 Act. Section 97(1)(b) provides that where a contract is terminated without notice, the effective date of termination is the date on which the termination takes effect.

4. It is not in dispute that the Claimant attended what was billed as an Employment Review Meeting with the Respondent's General Manager, Martyn Kingston and HR Assistant, Lindsay Fullerton on 19 March 2026, when he was informed that his employment was being terminated. The minutes of that meeting at page 27 of the hearing bundle evidence that he was informed that he was dismissed with immediate effect ("explained this is the end of his employment today"). His immediate termination was also confirmed in writing the same day in a letter that was emailed to him (page 28 of the hearing bundle). The Respondent confirmed that it was exercising its contractual right to pay him in lieu of notice. At my request, the Respondent provided a copy of the Claimant's employment contract, which includes provision for payment in lieu of notice at the Respondent's discretion. Even had there been no such provision in the Claimant's employment contract, the Respondent's letter of 19 March 2026 is clear and unambiguous in stating that the Claimant was dismissed with immediate effect. This was evidently also the Claimant's understanding in the matter because on 27 April 2026 he wrote in an email to the Respondent's solicitor, "i was dismissed 19/3 so i assumed termination date also." At Tribunal today, the Claimant said that he had appealed against his dismissal because "I wanted to be reinstated".
5. Claire Price-Jones, the Respondent's Finance Director heard the Claimant's appeal against his dismissal. She wrote to him on 10 April 2026 to inform him that his appeal had not been upheld and that "the original decision to terminate your employment remains unchanged". There is no suggestion in the letter that he was still in a period of notice and that his employment would terminate on 19 April 2026 or indeed on some other later date.
6. I agree with Mr Wayman that pursuant to section 97(1)(b) of the Employment Rights Act 1996, the effective date of termination was 19 March 2026, and accordingly that the time limit for an interim relief application was 26 March 2026. I also agree with Mr Wayman (who has referred me to the IDS Employment Law Handbook, Unfair Dismissal, para 18.16) that the Tribunal has no jurisdiction to extend this time limit for any reason. Even if there was a power to extend time, I would not do so. The Claimant blames the Respondent for his failure to make his application sooner; on the grounds he says they should have informed him of his rights and of the time limit to make an application for interim relief. He complains that he should not be expected to know the rules. Nevertheless, he has been able to submit a claim to the tribunals which includes an application for interim relief, so he has evidently been able to ascertain his rights by some means. As it is, Ms Price-Jones suggested in her letter to the Claimant notifying the outcome of his appeal that he might want to seek independent advice, including from Acas.
7. The Tribunal does not have jurisdiction to hear the Claimant's application for interim relief, and it is therefore dismissed.

Approved by:

Employment Judge Tynan

Date: 22 May 2026

Sent to the parties on: 30 May 2026

For the Tribunal Office

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