



EMPLOYMENT TRIBUNALS

Claimant: C Cavener
Respondent: Debt Support Service Ltd

HELD AT: Manchester (by Cloud Video Platform) **ON:** 19 November 2025
BEFORE: Employment Judge Ficklin

REPRESENTATION:

Claimant: In person
Respondent: Ms Pryde, Chief Operations Manager

WRITTEN REASONS

JUDGMENT having been given orally in the hearing, these written reasons are provided following the claimant's request under Rule 60(4) Employment Tribunal Rules of Procedure 2013.

Introduction

1. These reasons are produced following the striking out of the claims of disability discrimination, race discrimination, discrimination on the grounds of sex and sexual orientation, unfair dismissal and breach of contract (thereby ending the whole claim) as the Tribunal had no jurisdiction to hear them.

2. I struck out the claimant's claims because I considered that they had no reasonable prospects of success because they were all out of time. The discrimination claims were presented outside the period specified in section 123(1)(a) Equality Act 2010 (EA 2010) which is three months, and it was not just and equitable to allow a longer period. I considered that the unfair dismissal claim was presented outside the period specified in section 111(2) of the Employment Rights Act 1996 (ERA 1996) which is three months, because it would have been reasonably practicable to present them in time. In any event the claimant did not have two years' service required under section 108(1) of the ERA 1996 to make an unfair dismissal claim. The breach of contract claim was presented outside of the period specified in Article 7 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 SI 1994/1623, which is also three months. I considered that it would have been reasonably practicable to submit the claim in time.
3. Oral judgment was given and explained at the hearing. Written notice of the judgment followed.

Background and Evidence

4. There is a 229-page bundle. I heard submissions from both parties.
5. The claimant worked for the respondent from 1 August 2023 to 8 February 2024 as a debt advisor according to her claim form (ET1); the respondent's defence (ET3) agrees with the date their employment ended but says they started on 6 February 2023.
6. According to the ET3, the claimant had two periods of employment. The first was from 6 February 2023 to 11 April 2023 when they resigned. The second was from 1 August 2023 to 8 February 2024. Nothing turns on this, because even if these counted as one period of employment, it does not equal two years.
7. The claimant commenced the early conciliation process with ACAS on 3 May 2024 and it concluded on 16 June 2024, however negotiations apparently

continued. In a claim treated as received on 13 August 2024, the claimant brought the complaints set out above.

8. In a Case Management Order dated 18 February 2025, Employment Judge Eeley observed that the claimant did not have the required two years' employment to bring an unfair dismissal claim, and that all the claims were apparently presented outside the relevant time limits, ie three months for all these types of claims. Judge Eeley directed the claimant to provide further and better particulars of claim with enough details to allow the respondent to respond cogently. The claimant was told that at the next hearing they would have to show that there were reasons that met the relevant legal tests for why their claims should be heard despite being out of time to present them.
9. The claimant presented their further and better particulars as well as an application to extend time in a document submitted to the Tribunal on 21 March 2025. The document runs to some 83 pages, but *inter alia* the claimant claims to have been disabled by Generalised Anxiety Disorder (GAD) and Post-Traumatic Stress Disorder (PTSD) at the material time. The claimant makes allegations that the respondent's staff, particularly but not limited to her line manager Damian Murray, *inter alia* made sexualised, racist, ableist and homophobic comments; the respondent delayed or denied making reasonable adjustments for their disabilities; ignored their complaints; treated other staff with similar issues better; knowingly put them in a team with people who bullied them, etc.
10. The claimant submitted as part of their application to extend time that their mental health conditions affect their ability to manage deadlines, understand detailed documentation and handle administrative tasks. They said that the period after their dismissal was stressful and that they were in financial and housing difficulty while seeking new employment. They had a separate employment issue with their subsequent employer that needed to be resolved, and an issue of a conflict over mis-sold car finance that took priority. They also state in the document that they feared legal repercussions for submitting a claim without "professional assessment and representation" but could not afford it.

They say that they misunderstood the time limits, believing that they had three months starting from the end of the ACAS conciliation period.

11. The respondent says in the ET3 that the claimant did not bring their concerns to the respondent's attention while they worked there. Other than absenteeism, no major issues were discussed with them while they were employed.
12. In the hearing the claimant submitted that when they returned to the respondent for the second period of employment, their professional relationships deteriorated due to colleagues' unacceptable behaviour as well as external issues in their life.
13. They were also in financial difficulty that exacerbated their mental health. They became very unwell in the period after dismissal and were unable to engage. They said that they were unable to make decisions and were not able to understand or engage with the legal process at that time. The external issues took over their life. The claimant submitted medical evidence from their GP that they say supports their claim.
14. Ms Pryde for the respondent maintained that because nothing had been raised while the claimant employed, considerable time had passed before the respondent was able to know what was being claimed and try to prepare a response. The claimant said that they had raised these issues with Damian Murray and he had simply not engaged with them.
15. Ms Pryde for the respondent said that ACAS emailed them on 28 June 2024 stating, "We cannot disclose the document detailing the issues the Claimant has provided because she has explicitly asked that we do not disclose it to you." The claimant denied that they told ACAS that nothing could be disclosed, but did accept that there were some parts they did not want passed on. They said that they had been advised by a solicitor that they did not need to provide evidence until later in the process

16. Rule 38 of the Employment Tribunal Rules of Procedure 2024 deals with application to strike out. It provides as follows:

38.—(1) The Tribunal may, on its own initiative or on the application of a party, strike out all or part of a claim, response or reply on any of the following grounds—

(a) that it is scandalous or vexatious or has no reasonable prospect of success;

(b) that the manner in which the proceedings have been conducted by or on behalf of the claimant or the respondent (as the case may be) has been scandalous, unreasonable or vexatious;

(c) for non-compliance with any of these Rules or with an order of the Tribunal;

(d) that it has not been actively pursued;

(e) that the Tribunal considers that it is no longer possible to have a fair hearing in respect of the claim, response or reply (or the part to be struck out).

(2) A claim, response or reply may not be struck out unless the party advancing it has been given a reasonable opportunity to make representations, either in writing or, if requested by the party, at a hearing.

...

17. Time limits are extended to take account of time spent in the early conciliation process with ACAS, if notification to ACAS is made within the normal time limit. The Tribunal has a wide discretion as to whether to extend time on just and equitable grounds, taking account of relevant factors.

18. I consider the guidance in *Adedeji v University Hospitals Birmingham NHS Foundation Trust* [2021] EWCA Civ 23, in which Lord Justice Underhill stated:

37. ... The best approach for a tribunal in considering the exercise of the discretion under section 123 (1) (b) is to assess all the factors in the particular case which it considers relevant to whether it is just and

equitable to extend time, including in particular (as Holland J notes) "the length of, and the reasons for, the delay". ...

19. The judgment in *Adedeji* goes on to refer to guidance from *Miller v Ministry of Justice* [2016] UKEAT 0004/15, which applies to all cases including unfair dismissal and breach of contract:

19. That said, 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).

Discussion and conclusion

20. Because the ACAS conciliation period does not count towards the time limit, the three-month limit was 19 June 2024. The claimant lodged their claims nearly two months out of time.

21. I have to take into account everything that is relevant to the "just and equitable test" for the discrimination claims. There are two factors which are always and particularly relevant when considering the exercise of any discretion whether to extend time are the length of, and reasons for, the delay; and whether the delay has prejudiced the respondent (for example, by preventing or inhibiting it from investigating the claim while matters were fresh).

22. The claimant submitted, and I accept, that they have GAD and complex PTSD. These are chronic mental illnesses that are also episodic — which is to say that they are not always the same but may be worse or better at a given time — and I understand that to mean the conditions are both cyclical and capable of being triggered by external events.

23. The claimant says that their mental illness was made significantly worse by their experiences working for the respondent. They say that treatment, mainly by their line manager but also by other employees, had triggered their mental

illness to such a degree that it prevented them from understanding and engaging with the ET itself.

24. The letter from the claimant's GP dated 17 February 2025 states:

"I can confirm that [the claimant has diagnoses of] anxiety disorder and... more recently, a confirmed diagnosis of Complex PTSD as of 21 October 2024. However, she has been suffering from these problems according to the medical record at least since 2018. I agree that her diagnoses above have had a significant negative impact on her daily life, ability to function both in and outside of work. I also agree that her mental health diagnoses have had a negative impact on her ability to manage the most recent employment tribunal process. This would include meeting paperwork deadlines and processing the information required."

25. In the opening paragraph, the GP states that he has not had time "to provide a full, detailed assessment of the medical record" and he relies on the claimant's summary. It is not clear to me that the GP's assertion that the claimant was medically inhibited from submitting their claim to the Employment Tribunal despite managing other processes is based on his or her own assessment of the claimant's NHS records instead of on the claimant's summary. It is also not clear that the GP agrees that the claimant was inhibited from understanding the process as well as being unable to engage with it.

26. The GP goes on to state that the letter from a Cognitive Behavioural Therapist dated 21 October 2024 "details specifically how [the claimant's] diagnoses have negatively impacted her." I respectfully do not agree that the letter from the CBT therapist does that. The letter states that the claimant attended 15 CBT sessions with the therapist, and sets out scores from what I understand to be assessment tools for their conditions. No context is provided for the scores, and there is no detail at all about how the claimant's diagnoses have negatively impacted them.

27. The medical evidence before me is limited. I accept the claimant's diagnoses of GAD and PTSD, and that they are under assessment for ADHD and autism.

But the evidence before me consists of information that the claimant provided to the GP, and the GP's general commentary on it. Other than establishing the claimant's diagnoses, it does not assist me with contemporaneous information about how the claimant's capability was limited between 8 February and 13 August 2024.

28. The claimant referred to medications and other medical intervention and submitted that they could provide evidence of these if requested. But the claimant has been on notice of this hearing since at least the previous hearing before Judge Eeley on 18 February 2025. It was not in the interest of justice to delay the decision on strikeout any further for the provision of more evidence. The claimant had ample opportunity to submit everything they intended to rely upon and indeed has submitted many pages of detailed submissions in advance of this hearing.
29. The claimant engaged with ACAS on 3 May 2024 and provided ACAS with a document that set out an outline of their complaints.
30. The claimant does not remember what was said over the telephone to ACAS, and does not remember instructing ACAS not to disclose the document or any information to the respondent. They also say they do not recall telling ACAS to tell the respondent not to contact the claimant directly.
31. However, I accept that ACAS informed the respondent in an email on 28 June that it had been instructed not to disclose the claimant's document to it.
32. The ACAS certificate was issued on 14 June and the claimant became aware of it on 16 June. ACAS included discussion of the time limits to the claimant in an email. I accept that the wording of that email is complex, because the issue of time limits in the Tribunal is complex. But it was an accurate statement of the time limit and I find it did not expressly advise the claimant that they had a further three months to lodge the claim, i.e. the time limit did not start over.

33. The other issues relating to the length and reasons for the delay are that the claimant went through a difficult period after their termination from the respondent. As set out in the bundle and their submissions, the claimant had issues around not only their subsequent job, but with housing and car finance. I accept that the respondent has raised discrepancies between the timeline of the claimant returning to work, but for these purposes what is relevant is that the claimant was engaging with employment and other issues despite their poor mental health at that time, which I treat as the period between 8 February 2024 and 3 May 2024 when they engaged ACAS.
34. Resuming the background after the certificate was issued, both sides have made clear that there was further engagement from ACAS into July, but that ACAS made clear that the negotiation period ended on 8 July. The claim still was not issued until 13 August.
35. In the period between the end of ACAS's involvement and 13 August, the claimant says that they were still struggling with mental illness and had other issues at the time, ie the car finance issues and the dispute with another employer.
36. I do not have evidence before me that shows when and how the claimant was affected by their mental illness on a given date between 8 February and 13 August. What I do have is a series of other issues that the claimant was dealing with during that period. I accept the claimant's evidence that those issues made it more difficult to engage with the ET claim. But I am not able to accept that the claimant's mental illness, which I accept amounts to disabilities, prevented them from lodging the ET claim on time. In that period, the claimant was able to manage other processes with help from friends and by getting advice. The claimant also did this with ACAS, and was able to engage with ACAS over the telephone and by email and set out at least some details of their case.
37. The medical evidence is general and I accept it, but it does not tell me whether the claimant might have been unable to lodge a claim at one point but potentially able to lodge a claim at another point. That is relevant because the claimant

was doing other complex activities, i.e. dealing with ACAS, working, and having a dispute with the car finance company, at the time that they say they could not manage lodging the claim.

38. I also take into account that the respondent was in difficulty in investigating the claims in that period because, even when it became aware that there were issues from ACAS, the respondent was clearly told that it could not see the source document.

39. A longer delay requires stronger reasons, because the longer the delay, the more difficult it is for everyone to remember what happened accurately. At some stage, it becomes unfair to the respondent to require it to defend itself. I accept that the respondent's ability to understand and investigate the claims was unfairly limited by the lack of information and delay.

40. The claimant has raised very serious allegations, even disturbing allegations, about Damian Murray's behaviour as well as that of other employees. The circumstances of their dismissal may fairly be described as abrupt, as they described it. But the severity of the allegations themselves is not relevant to this decision.

41. In these circumstances, it seems to me that, within the meaning of the Equality Act, it is not just and equitable to extend time for the discrimination claims.

42. Everything I have said regarding the claimant's medical evidence, prioritisation of other issues, and the restrictions on the information provided to the respondent apply to whether it was reasonably practicable for the claimant to lodge their breach of contract claim in the time limit. For the same reasons I find that it would have been, and I strike out the claimant's breach of contract claim.

43. I would strike out the claimant's claim for unfair dismissal for the same reasons, but it seems to me that the Tribunal has no jurisdiction to consider that claim at all, because on any calculation the claimant did not have the required two years' service to make an unfair dismissal claim.

Employment Judge Ficklin

10 April 2026

JUDGEMENT & REASONS SENT TO THE PARTIES

ON DATE: 10 April 2026

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FOR THE SECRETARY OF THE TRIBUNALS