EMPLOYMENT TRIBUNALS

Claimant: **Ms M Spenceley**

Respondent: **Countrywide Surveyors Limited**

PUBLIC PRELIMINARY HEARING

Heard at: **Teesside Magistrates Court On:21 and 22 May 2026**

Before: **Employment Judge Shepherd**

Appearances
For the claimant: **In Person**
For the respondent: **Mr Kerfoot, Counsel**

SUMMARY REASONS

JUDGMENT having been sent to the parties on 2 June 2026, oral summary reasons having been given at the hearing, and a request from the claimant having been made in accordance with Rule 60(4B)(b) of the Employment Tribunal Procedure Rules, the Tribunal provides the following

This Public preliminary hearing was listed to consider:

1. Whether the claimant's claim should be struck out as an abuse of process and/or vexatious on the basis of the claimant entered into a settlement agreement with the respondent which precluded her from bringing these claims.

2. To consider whether the claimant's complaints of discrimination and victimisation should be struck out pursuant to rule 38 of the Employment Tribunals Constitution and Rules of Procedure regulations 2024 on the basis that the claimant has no reasonable prospect of showing that the claims are in time and/or that it would be just and equitable to extend time.

3. Alternatively, to consider whether the claimant should be ordered to pay a deposit order pursuant to rule 40 of the aforesaid rules to pursue her complaints of disability discrimination and victimisation on the basis that the claimant has little reasonable prospect of showing that the claims are in time and/or that it would be just and equitable to extend time.

4. Thereafter to consider further the claims and issues in the case and make further directions.

5. I had the benefit of detailed written and oral submissions from Mr Kerfoot, on behalf of the respondent and from the claimant in person.

6. I had sight of a bundle of documents consisting of 271 pages. I considered the pages to which I was referred by the parties

7. I also had sight of witness statements from Mandy Spenceley, the claimant, David Spenceley the claimant's husband, Matthew Siddon, a former colleague of the claimant and Helen Broomhead, Senior People Business Partner. I did not hear oral evidence as it was inappropriate in this Public Preliminary Hearing to make detailed findings of fact and carry out a mini trial and the claimant's case will be taken at its highest.

8. The claimant was employed by the respondent from 18 July 2022. She was employed as a Regional Director. This was a senior position in which she managed 4 Area Managers and approximately 65 members of staff.

9. The claimant had a lengthy and successful career at a high level and had an unblemished disciplinary record.

10. In January 2024, following concerns being raised about the claimant's performance in her employment, the parties entered into negotiations about the termination of the claimant's employment.

11. A settlement agreement was entered into dated 28 February 2024. This provided that the claimant's employment would end on 29 February 2024, the respondent would pay the claimant £30,000 as an ex gratia payment and that the respondent would also pay the claimant's reasonable legal fees up to £500 plus VAT.

12. The claimant was advised by a solicitor with a current practising certificate and appropriate insurance and a certificate was signed to that effect. The agreement confirmed that the claimant accepted the offer was in full and final settlement of all claims or rights of action arising out of or in connection with her employment with the respondent. The agreement contained waivers of the right to bring disability discrimination claims to the Employment Tribunal.

13. I am satisfied that the agreement complies with section 203(3) of the Employment Rights Act 1996 which permits the parties to make a valid compromise agreement.

14. The claimant challenged the validity of the settlement agreement on the basis that she received incorrect legal advice, was subject to undue influence or duress and the agreement included a confidentiality clause that made the agreement unenforceable.

15. The claimant said that her solicitor at the time was negligent. The solicitor confirmed that she had an appropriate insurance policy. That is one of the reasons that section 203(3)(d) requires an employee to have independent legal advice as to

the terms and effect of the proposed agreement and that the adviser must have a contract of insurance covering the risk of a claim by the employee in respect of loss arising in consequence of the advice.

16. There was no evidence that the claimant was under pressure other than the normal commercial bargaining pressure in the circumstances. Once again, the claimant was protected by having an appropriate legal adviser holding the relevant insurance policy. If the advice was incorrect or negligent, the claimant could bring a claim of professional negligence.

17. If it was found that the claimant lacked capacity, the solicitor she instructed had the duty to ensure that she had the requisite capacity and that she understood the terms of the agreement that she entered into.

18. The allegation of undue influence or duress is extremely vague. It appears to be on the basis that the claimant's impairment made her vulnerable. It was not apparent to the respondent or the claimant's solicitor that the claimant could have lacked capacity or was vulnerable to the pressure and this was the type of agreement regularly entered into on termination of an employment contract.

19. It would be unfair to allow the claimant to proceed with a claim that is hopeless. I have a lot of sympathy with the claimant who was clearly struggling with complex medical health issues. However, there was a binding settlement which precluded a claim being brought to this Tribunal and attempts to avoid the effects of that agreement are bound to fail.

20. The claimant had personally reinstated the settlement negotiations after they had ended. If she was lacking in capacity, then the respondent was not aware of that and the solicitor she instructed to negotiate and implement the settlement agreement does not appear to be aware of any lack of capacity. If the solicitor had suspicions then she had a duty to raise that issue and not to certify that she had provided independent advice about the terms and effect of the settlement agreement..

21. The claimant had the ability to instruct a solicitor. She asked that the negotiations be reopened and she raised detailed grievances and provided instructions to her solicitor. The negotiations in total lasted around one month. The claimant raised issues about the details of the settlement. She took part in negotiations about the amount of the settlement and the inclusion of a confidentiality clause.

22. I had sight of clear articulate correspondence from the claimant. For example, requesting an adjournment of the formal disciplinary hearing and indicating that her solicitor would then be in touch with the expectation that there could be an amicable conclusion.

23. The settlement agreement was effective to cover the claim of discrimination and victimisation brought by the claimant against the respondent, its officers or employees which would include the potential second respondent the claimant had sought to join.

24. I hope I have made these summary reasons sufficiently clear and understandable in order that the claimant has enough information that she may consider avoiding

asking for full written reasons as I am concerned that these would be entered on the Government's website and which may be easily viewed by means of a simple Internet search.

25. In those circumstances the claims brought by the claimant of discrimination and victimisation are struck out as an abuse of process as the claimant entered into a settlement agreement which precluded her from bringing the claims to the Employment Tribunal.

Employment Judge Shepherd

4 June 2026

Notes

Full written reasons will not be provided unless a written request is presented by either party within 14 days of the sending of these written summary reasons.

Public access to employment tribunal decisions
Judgments (apart from judgments under rule 51) and reasons for the judgments (other than summary reasons) are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

Recording and Transcription
Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance Notes which can be found here:

https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/