EMPLOYMENT TRIBUNALS

Claimant: **Karl Hall**

Respondent: **Synergy Associates Ltd**

Heard at: **London South ET (via CVP)** **On:** **13 April 2026**

Before: **Employment Judge G. King**

Representation
For the Claimant: In person
For the Respondent: Ms S. Crawshay-Williams

JUDGMENT having been sent to the parties on 15 April 2026 and written summary reasons having been requested in accordance with Rule 60 of the Employment Tribunal Procedure Rules 2024, the following summary reasons are provided:

WRITTEN REASONS

The Judgment

1. The Judgment of the Tribunal was:

    a. The Claimant's claims of Unfair Dismissal, Breach of Contract in relation to Notice Pay, and Unlawful Deductions from Wages were submitted out of time and the Employment Tribunal has no jurisdiction to hear this claim.

    b. The Claimant's claims are dismissed.

Request for Written Reasons

2. The Claimant submitted a request for Written Summary Reasons, submitted on 28 April 2026. These were sent to the parties on 9 June 2026.

3. The Claimant then submitted a request for Written Full Reasons, received on 15 June 2026.

Administrative matters

4. The Tribunal was assisted in the hearing by a bundle of 464 pages. Where pages of that bundle are referred to in this judgment, they are in [square brackets]. There was a supplemental bundle of 51 pages. Those are referred to the with prefix "S", e.g. [S 10].

Findings of Fact

5. The Tribunal has only made findings of fact as far as is necessary for the determination of the issues before the Tribunal.

6. The Claimant commenced employment with the Respondent in April 2022. The parties disagreed as to the precise commencement date, the Claimant asserting 18 April 2022 and the Respondent asserting 15 April 2022. The Tribunal did not need to determine that dispute for the purposes of the jurisdiction issue [7], [30].

7. During June 2024, the Claimant commenced a period of sickness absence. On 19 June 2024, he emailed the Respondent stating that he was unfit for work, enclosing a fit note covering the period 18 June 2024 to 18 July 2024 and requesting that a grievance meeting be adjourned [S 39].

8. The Claimant remained capable of corresponding with the Respondent during that period. On the same date, 19 June 2024, he submitted a Data Subject Access Request and requested information from the Respondent [S 39].

9. On 19 July 2024, the Claimant emailed the Respondent to notify it that his GP had recommended an extension of his sickness absence and enclosed a further fit note covering 18 July 2024 to 29 August 2024 [S 14].

10. During August 2024, the Claimant continued to engage with matters arising from his employment. He corresponded concerning salary issues, grievances and other employment-related matters [311-318].

11. On 30 August 2024, the Respondent invited the Claimant to a business update meeting by Microsoft Teams [324-326].

12. On 2 September 2024, the Respondent wrote to the Claimant concerning redundancy and his sickness absence [330-333].

13. On 4 September 2024, the Respondent wrote to the Claimant regarding sick pay and its concerns arising from a visit the Claimant had made to New York whilst on sick leave [338-340].

14. On 5 September 2024, the Respondent commenced a redundancy consultation process and invited the Claimant to consultation meetings [343-348].

15. On 11 September 2024, the Claimant's GP practice provided a letter confirming that the Claimant was signed off work with stress and anxiety

and stating that patients with that diagnosis may need to spend their time in a manner that assists recovery and should refrain from activities which may trigger symptoms. The letter did not state that the Claimant was incapable of managing administrative matters or pursuing legal claims [356].

16. On 13 September 2024, the Respondent informed the Claimant that he had been selected for redundancy and that his employment would terminate on 11 October 2024 [358-359].

17. On 18 September 2024, the Claimant submitted a further grievance to the Respondent [364-367].

18. On 19 September 2024, the Respondent provided a response concerning the Claimant's Data Subject Access Request [368-369].

19. On 24 September 2024, the parties continued correspondence concerning salary issues [370-374].

20. On 27 September 2024, the Claimant obtained a further GP note [375].

21. On 1 October 2024, the Respondent informed the Claimant by email that he was dismissed for alleged gross misconduct connected with sickness notification procedures [380].

22. Also on 1 October 2024, the Respondent issued its response to the Claimant's grievance [381-387].

23. On 3 October 2024, the Respondent wrote to the Claimant concerning the fit note he had provided and confirmed that the redundancy notice would be honoured, although the Claimant's employment would end on 1 October 2024 and he would be paid until the original redundancy termination date [388].; [42-43].

24. Following the termination of his employment, the Claimant continued to engage with employment-related and administrative matters.

25. The Respondent's contemporaneous Bamboo HR records record communications between the parties during October and November 2024 [398-404].

26. On 11 November 2024, the Respondent's Management Accountant emailed the Claimant regarding outstanding payslips [405].

27. The Tribunal found from those communications that the Claimant was capable of pursuing issues arising from his former employment during November 2024 and was therefore capable of undertaking administrative tasks notwithstanding his health condition.

28. In relation to the unfair dismissal and breach of contract claims, the latest date by which the Claimant could have commenced ACAS Early Conciliation, on the most favourable termination date available to him, was 12 January 2025.

29. In relation to the unlawful deductions claim, the final alleged deduction occurred on 30 September 2024. The latest date by which ACAS Early Conciliation should have been commenced was therefore 29 December 2024. (Summary Reasons, paragraph 35)

30. The Claimant did not commence ACAS Early Conciliation within either of those periods.

31. ACAS Early Conciliation commenced on 30 January 2025 [6], with the Early Conciliation Certificate being issued on 4 February 2025 [6].

32. The Claimant presented his ET1 claim form on 7 February 2025 [9-22].

33. On the face of it, all claims had therefore been presented outside the applicable statutory limitation periods.

34. The Tribunal found that there was some confusion as to the effective date of termination. At the hearing, however, the parties were broadly agreed that the relevant termination date for limitation purposes was 11 October 2024. Even on the case most favourable to the Claimant, namely that termination occurred on 13 October 2024, the claims remained out of time.

<u>The Law</u>

35. The relevant sections of the Employment Rights Act 1996 (“ERA”) are sections 111 and 23, which states:

    111. Complaints to Employment Tribunal.
    (1) A complaint may be presented to an Employment Tribunal against an employer by any person that he was unfairly dismissed by the employer.

    (2) Subject to the following provisions of this section, an Employment Tribunal shall not consider a complaint under this section unless it is presented to the Tribunal—

    (a) before the end of the period of three months beginning with the effective date of termination, or

    (b) within such further period as the Tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of three months.

    23. Complaints to Employment Tribunal.
    (1) A worker may present a complaint to an [F1employment tribunal]—

    (a) that his employer has made a deduction from his wages in contravention of section 13 (including a deduction made in contravention of that section as it applies by virtue of section 18(2)),

(b) that his employer has received from him a payment in contravention of section 15 (including a payment received in contravention of that section as it applies by virtue of section 20(1)),

(c) that his employer has recovered from his wages by means of one or more deductions falling within section 18(1) an amount or aggregate amount exceeding the limit applying to the deduction or deductions under that provision, or

(d) that his employer has received from him in pursuance of one or more demands for payment made (in accordance with section 20) on a particular pay day, a payment or payments of an amount or aggregate amount exceeding the limit applying to the demand or demands under section 21(1).

(2) Subject to subsection (4), an employment tribunal shall not consider a complaint under this section unless it is presented before the end of the period of three months beginning with—

(a) that his employer has made a deduction from his wages in contravention of section 13 (including a deduction made in contravention of that section as it applies by virtue of section 18(2)),

(b) in the case of a complaint relating to a payment received by the employer, the date when the payment was received.

(3) Where a complaint is brought under this section in respect of—

(a) a series of deductions or payments, or

(b) a number of payments falling within subsection (1)(d) and made in pursuance of demands for payment subject to the same limit under section 21(1) but received by the employer on different dates,

the references in subsection (2) to the deduction or payment are to the last deduction or payment in the series or to the last of the payments so received.

(3A) Section 207B (extension of time limits to facilitate conciliation before institution of proceedings) applies for the purposes of subsection (2).

(4) Where the employment tribunal is satisfied that it was not reasonably practicable for a complaint under this section to be presented before the end of the relevant period of three months, the tribunal may consider the complaint if it is presented within such further period as the tribunal considers reasonable.

(4A) An employment tribunal is not (despite subsections (3) and (4)) to consider so much of a complaint brought under this section as relates to a deduction where the date of payment of the wages from which the deduction was made was before the period of two years ending with the date of presentation of the complaint.

(4B) Subsection (4A) does not apply so far as a complaint relates to a deduction from wages that are of a kind mentioned in section 27(1)(b) to (j).

(5) No complaint shall be presented under this section in respect of any deduction made in contravention of section 86 of the M1 Trade Union and Labour Relations (Consolidation) Act 1992 (deduction of political fund contribution where certificate of exemption or objection has been given).

Deliberation

36. The Tribunal first considered whether it had jurisdiction to determine the claims. The preliminary questions were:
    a. Whether the complaint of unfair dismissal was presented within the time limit prescribed by section 111 of the Employment Rights Act 1996.
    b. Whether the complaint of unlawful deductions from wages was presented within the time limit prescribed by section 23 of the Employment Rights Act 1996.
    c. Whether the complaint of breach of contract was presented within the time limit prescribed by article 7 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994.

37. The applicable primary limitation period for the unfair dismissal and breach of contract claims was three months beginning with the effective date of termination ("EDT"). In relation to the unlawful deductions claim, the relevant limitation period was three months beginning with the date of the last alleged deduction.

38. There was some uncertainty concerning the EDT. At the hearing, the parties appeared to agree that the EDT was 11 October 2024. On that basis, the primary limitation period expired on 10 January 2025. Even adopting the date most favourable to the Claimant, namely 13 October 2024, the last day for commencing Early Conciliation with Acas would have been 12 January 2025. The Claimant did not commence Acas Early Conciliation until 30 January 2025. Accordingly, he derives no benefit from the statutory extension of time arising from the Early Conciliation process. The ET1 was not presented until 7 February 2025. The unfair dismissal and breach of contract claims were therefore presented outside the applicable limitation period.

39. The alleged unlawful deduction occurred on 30 September 2024. The Claimant was therefore required to commence Acas Early Conciliation by 29 December 2024. For the reasons already given, the Claimant did not commence Early Conciliation until 30 January 2025 and accordingly obtained no extension of time. The ET1 was presented on 7 February 2025. The unlawful deductions claim was therefore also presented out of time.

40. Having reached that conclusion, the Tribunal was required to consider the next stage of the statutory test:

    Was it reasonably practicable for the claim to have been presented within the prescribed time limit?

41. The expression "reasonably practicable" has been considered in numerous authorities. It is not synonymous with what is merely "practical" or "reasonable". Rather, it is generally understood to mean "reasonably feasible".

42. The burden rests upon the Claimant to establish that it was not reasonably practicable, that is to say not reasonably feasible, for him to present his claims within the applicable time limits.

43. The Claimant contended that uncertainty regarding the EDT contributed to the delay. That submission does not assist him. Even on the most favourable interpretation of the evidence as to the EDT, all of the claims were presented outside the limitation period. Furthermore, uncertainty as to the EDT does not explain why it was not reasonably practicable for the claims to have been presented in time.

44. The Claimant further contended that stress and anxiety prevented him from presenting his claims within the prescribed period. In support of that submission, he relied upon fit notes at pages 271–276 of the bundle, which referred to a "low mood", and a letter dated 11 September 2024 from Hurley and Riverside Practices at page 305. That letter stated:

    “Please be aware that this patient currently has a sick note dated 30/08/2024 to 27/09/2024 for stress and anxiety. Patients who have this diagnosis may need to spend their time as they feel best would help recovery. During this time patients should refrain doing anything that may trigger their symptoms.”

45. The statement that the Claimant “should refrain doing anything that may trigger [his] symptoms” represents the highest extent of the supporting medical evidence he relies on for his case. The letter does not state that he was unable, or that it was not reasonably feasible for him, to present Tribunal proceedings. Nor does the reference in the fit notes to a "low mood" support such a conclusion. The Tribunal had no medical evidence before it demonstrating that the Claimant lacked the capacity to commence proceedings or was prevented from doing so by reason of his medical condition. Where ill health is relied upon, the medical evidence must demonstrate clearly that the condition prevented the presentation of the claim within time.

46. The Claimant submitted that stress and anxiety rendered him unable to undertake administrative tasks. However, the messages at page 398 of the bundle show that in November 2024 he was actively pursuing the Respondent for outstanding payslips. The Tribunal therefore finds that he remained capable of undertaking matters relating to his former employment during the relevant period.

47. In any event, the Claimant was able to prepare and submit his ET1 without assistance in February 2025. There was no evidence before the Tribunal that his medical condition materially improved between September 2024 and February 2025. In the absence of such evidence, the Tribunal is unable to conclude that he was capable of presenting a claim in February 2025 but incapable of doing so during November or December 2024 or January 2025.

48. The Tribunal therefore finds that it was reasonably feasible, and accordingly reasonably practicable, for the Claimant to have presented his claims within the statutory time limits.

49. In light of that finding, it was unnecessary for the Tribunal to consider the third stage of the test. For completeness, however, it does so. The question is:

    If it was not reasonably practicable for the claim to be presented within the prescribed time limit, was it presented within such further period as was reasonable?

50. The ET1 was presented on 7 February 2025, 28 days outside the primary limitation period. That delay amounted to almost one-third of the statutory limitation period itself. In the circumstances of this case, such a delay could not be regarded as reasonable. That conclusion is reinforced by the authorities, which indicate that even delays measured in days may be unreasonable where no impediment existed to the presentation of a claim: <u>Miah v Axis Security Services Ltd</u> UKEAT/0290/17/LA.

<u>Conclusion</u>

51. The complaints of Unfair Dismissal, Breach of Contract in relation to Notice Pay, and Unlawful Deductions from Wages were all presented outside the applicable time limits. The Tribunal further finds that it was reasonably practicable for those claims to have been presented within time.

52. The Tribunal therefore lacks jurisdiction to determine the claims. This is not a matter in respect of which the Tribunal possesses a general discretion to extend time.

53. Accordingly, all claims are dismissed for want of jurisdiction.

Approved by:

Employment Judge G. King
Date: 12th July 2026

SUMMARY REASONS SENT TO THE PARTIES
14th JULY 2026

FOR THE TRIBUNAL OFFICE