



EMPLOYMENT TRIBUNALS (SCOTLAND)

**Case No: 8002992/2025
Preliminary hearing
Held on the Cloud Video Platform
on 3 August 2026**

Employment Judge A Jones

R Grayson

**Claimant
In person**

The University of Edinburgh

**Respondent
Represented by:
Mrs L Marr, solicitor**

JUDGMENT

The Tribunal does not have jurisdiction to determine the claimant's claims and they are therefore dismissed.

REASONS

INTRODUCTION

1. The claimant lodged a claim on 8 December 2025. A preliminary hearing for the purposes of case management took place on 1 April 2026. At that hearing a further hearing was listed to determine whether the claimant's claims had been lodged in time and if not, whether they had been presented within such other period as was reasonable taking into account the relevant statutory tests.
2. It had also been directed that the issue of disability status should be determined at that hearing if it was still in dispute and the issue of amendment as the claimant had proposed to amend her claim.
3. In the event, there was insufficient time to deal with any issue other than that of jurisdiction.

4. The claimant had undertaken at the case management hearing to provide further particulars of her claims of detriment arising from the making of protected disclosures by 10 April 2026. In the event, the redrafted ET1 was not lodged by the claimant until 26 April which included a claim of harassment because of race. That rewritten ET1 did not provide specification of any of the protected disclosures the claimant said she had made and merely made sweeping general allegations stating that further specification would be provided. The revised ET1 did not provide specification as to the detriments the claimant says she was subjected to for having made protected disclosures and did not specify who was said to have done what or in what way it was related to any protected disclosure. The purported amendment to include a claim of race harassment and discrimination, did not provide any specification of that claim and only set out vague and generalised allegations. The claimant has made no further attempt to provide specification despite the respondent making an application for an unless order on 7 May on the basis that the claimant had failed to comply with the order to specify her whistleblowing claims and that the proposed amendment to include race discrimination harassment claims lacked any specification.
5. It is worth noting that a hearing had been listed for 18 June to determine these matters, but this was postponed at the application of the claimant as she had instructed a legal representative, who she said had not had time to be in a position to represent her and that she was not fit to attend. The postponement was granted and relisted for today. That representative is no longer acting on behalf of the claimant.
6. The claimant made three applications for this hearing to be postponed all of which were refused for the reasons given at the time. She then made a request that the sitting judge should recuse herself on the basis that the claimant had concerns regarding her impartiality and fairness, that the case be postponed and reallocated to another Judge. That request was also refused.
7. Directions had been made to lodge a joint bundle of documents and list of issues for this hearing. The respondent had lodged a bundle of documents in advance of this hearing. The claimant then lodged a further bundle of documents which were not copied to the respondent. The claimant sent an email stating that the bundle lodged by the respondent was not agreed or joint and that the list of issues to be determined today which had been provided by the respondent was not agreed. The claimant did not provide an alternative list of issues.
8. In the event the claimant did not make reference to any of the documents lodged by her in a bundle which extended to 444 pages. The claimant alleged during the course of the hearing that some of the documents in the respondent's bundle were "fraudulent". I expressed to the claimant that this was a serious allegation to make but she persisted in making that allegation. I explained on a number of

occasions that I would only take into account the documents which were introduced in evidence. No specific allegation about any document introduced in evidence was made. The claimant did suggest that the record of her work provided by the respondent was not accurate but could not provide any detail about any other occasions on which she worked for the respondent. I accepted that the document provided by the respondent in that regard was accurate.

9. The Tribunal heard evidence from the claimant and Ms Liz McNicol of the respondent as to the date of termination of the claimant's employment with the respondent. Parties then made submissions on the matter. The respondent's position was that the claimant's employment had terminated on 11 July 2025 when she ceased to be a matriculated student following a sanction imposed by a Student Conduct Committee which ordered the claimant's immediate and permanent exclusion from the University with no eligibility for readmittance.
10. Although the claimant's position in an amended ET1 which the claimant sought to lodge on 26 April 2026 was that her employment had terminated on 21 October 2025, her position at this hearing was that her employment had terminated on 24 July 2026 when she received a letter from the respondent and in respect of which she said she is seeking a judicial review.

Date of termination of employment

11. The Tribunal gave an oral judgment that the claimant's employment had terminated on 11 July 2025 set out some findings in fact which had been established which bear to be set out here given the subsequent determination on the issue of jurisdiction.
12. The claimant commenced employment with the respondent as a student ambassador on 23 June 2023.
13. The claimant's contract of employment included the following provision "your employment is fixed term, i.e. temporary as it is linked to your period of study with the University. Your contract will automatically come to an end on 30 August 2026 or when you cease to be a matriculated student of the University if earlier. You will be given due notice if we intend to end your contract earlier for any other reason." It also stated, "You are guaranteed to be offered a minimum of 10 hours between 1 June 2023 and 31 May 2024." The contract provided for an hourly rate of pay of £11.44 and in relation to holiday pay stated, "Each time you are paid for the hours that you have worked, you will receive holiday pay which equals 16% of your pay for these hours."
14. The claimant worked under that contract on three occasions: for 6 hours on 17 September 2023 which was a compulsory training day; for 8 hours on 7 October 2023 and then for 2.25 hours on 21 February 2024 when she completed some online training. She therefore worked a total of 16.25 hours.

15. Ms McNicol sent an email to the claimant on 2 September 2024 "I just wanted to touch base to see if you are still interested in being an ambassador this year. As discussed earlier in the year, there is some training which is outstanding, however we are running returner training on 15th September 15.00-16.00 in Old College and also hope to do an online session too if can't attend in person (time and date tbc). If you are able to attend this then you can start applying for work with us this year. There is also a social (unpaid) on 15th September at 16.00 to 17.30 at Old College afterwards with pizza, so that Ambassadors have a chance to get to know each other – we will have more in the future too. Let me know if you are still interested and if you would have capacity to either attend the in person training or online training." The claimant did not reply to that email or attend the training.
16. The claimant had not completed further training which was required and therefore was not eligible to do any further work for the respondent.
17. The claimant attended a hearing on 11 July 2025 regarding allegations made against her in relation to her capacity as a student with the University which was heard by a Student Discipline Committee in line with the respondent's Code of Student Conduct. The Committee found the allegations to have been proved and issued a penalty of "immediate permanent exclusion from the University with no eligibility for readmittance to the University on any course or degree program." That decision was issued orally on 11 July and then confirmed in writing.
18. The claimant's employment came to an end on 11 July 2025 in line with the provision in her contract.
19. The claimant contacted ACAS on 11 October 2025 a certificate was issued on 24 November 2025.
20. After submissions, the claimant suggested that the relevant code of conduct provided that any disciplinary sanction was held in abeyance pending an appeal. I adjourned for a period to allow her to produce the specific provision relied on. No such provision was ever produced by the claimant, and I found it unlikely that such existed.

Jurisdiction

21. Having issued my judgment in this regard, I gave the claimant a further opportunity to give evidence on the circumstances surrounding the lodging of her claim and on what basis she wished to argue that it was not reasonably practicable to have lodged the claim in time and/or that it was just and equitable to allow the claim to proceed.
22. I found the claimant's evidence in this regard to be both confusing and unconvincing. While she gave evidence that she had spoken to various solicitors

for advice on the matter, that evidence then changed to suggest that she had only contacted solicitors and not received any advice. That evidence was inconsistent with the terms of an email she had sent to the respondent on 3 November 2025 which stated "I am currently in the process of filing a claim for wrongful dismissal relating to my time as both a student and an employee of the University of Edinburgh. Unfortunately, I am unable to access my People and Money account at this time. Please provide me with a copy of my employment contract and details of my most recent payment? I have also appointed an employment solicitor to assist me with this matter." The claimant suggested that the email did not mean what it plainly said but that she had only been seeking advice and been unable to obtain any advice because of a lack of legal aid provision and/or that solicitors in Edinburgh were conflicted because they had studied at Edinburgh University.

23. The claimant also suggested that she did not have sufficient access to the internet to be able to research time limits for lodging a claim with the Employment Tribunal and indeed that she still didn't really understand relevant time limits. The claimant had studied law for three years. The Tribunal had difficulty accepting that the claimant would not think to research time limits for claims to be lodged. The Tribunal heard that the claimant attended the Student Disciplinary Committee hearing from her iPad remotely although she said that the connection was not good. The claimant also said that she had bought a book on Employment Tribunals but suggested somewhat incredibly, that it didn't mention ACAS or time limits. The claimant also said that she was advised by someone that she could not represent herself before an Employment Tribunal. Her position was that she had no awareness of time limits for Employment Tribunals and even seemed to suggest that she still wasn't entirely sure what the position was.
24. The Tribunal found the claimant's evidence to be entirely lacking in credibility on these matters.
25. The claimant had lodged an appeal against the outcome of the Student Discipline Committee on 30 July 2025. The claimant also gave evidence about other legal proceedings in which she was involved regarding a personal injury claim, that she had contacted the police 450 times about various matters (including in relation to the solicitor who appeared with her at the Discipline hearing and the conduct of the hearing itself) and restraining orders being sought against a former partner. I found it difficult to understand that someone who had studied law, was involved in various legal proceedings and had contacted various solicitors would not have looked into the issue of time limits for proceedings before the Employment Tribunal.

Relevant law

26. Article 7 of the Employment Tribunals Extension of Jurisdiction (Scotland) Order 1994 makes provision for a Tribunal to consider a breach of contract claim where it is satisfied that it was not reasonably practicable for such a claim to have been lodged within 3 months. The same test is applicable in relation to unlawful deductions from wages claims and detriments relating to protected disclosures. In these cases, if the Tribunal were to find that it was not reasonably practicable for a claim to have been lodged within the statutory time limits, it must go on to decide whether the claim was lodged within such further period as was reasonable.
27. In terms of a claim of discrimination, the test which is to be applied is whether the claim has been lodged within “such other period as the employment tribunal thinks just and equitable. (section 123(1)(b) Equality Act 2010). This test affords a broader discretion to a tribunal than whether it was reasonably practicable to have lodged a claim in time.

Reasonable practicability

28. The first question to be considered is whether it was reasonably practicable to have lodge a claim of wrongful dismissal, unlawful deduction from wages and/or detriment claims within the three-month period. The claimant’s position is that she was entitled to notice pay in relation to the termination of her employment. She has also alleged that she is due to be paid holiday pay and back pay although neither sum has been quantified. She also claims that she was subjected to unspecified detriments for having made unspecified disclosures.
29. Lord Justice Underhill set out the essential points which had been established in case law in determining whether it had been reasonably practicable to lodge a claim timeously in **Lowri Beck Services Ltd v Brophy 2019 EWCA Civ 2490 CA**. Where the reason given by a party is ignorance of rights or of a crucial fact, the question is whether that ignorance was reasonable.
30. The claimant’s position is that she did not know about time limits. The Tribunal did not find that reasonable, given in particular that she was a law student and had said that she was taking advice at the time.
31. Although not expressed in terms, the claimant appeared to suggest that she didn’t know when she had been dismissed. She said that she had recently been given a staff card which said that she was still an employee. The Tribunal was not persuaded by the claimant’s evidence in that regard. The claimant knew she was no longer an employee of the respondent as she had raised a wrongful dismissal claim against them. The issuance of a staff card was clearly an administrative error on the respondent’s part, and the Tribunal found the claimant’s evidence that she was still an employee because she had that card wholly unconvincing.

32. In addition, the claimant had contacted ACAS on 11 October yet did not lodge a claim until 8 December. She had said that she was lodging a claim for wrongful dismissal on 3 November in an email to the respondent yet did not do so for more than a month thereafter. She made no mention at that time of other claims being in contemplation.
33. The claimant also suggested that she had understood that she remained a student pending the outcome of an appeal. That was inconsistent with her intention to lodge wrongful dismissal proceedings as the appeal had not been determined at that point.
34. In terms of the claim for holiday pay and unpaid wages, it was not at all clear to what those claims related. The claimant's contract of employment provided that she was paid rolled up holiday pay and the claimant had last carried out work for the respondent on 24 February 2024. The claimant could not provide any evidence about any other occasion on which she said she worked although she suggested that she did work other shifts. The Tribunal did not find her evidence credible in that regard. However, even working on the basis that the latest date on which time should start to run in relation to these claims was the date of termination of the claimant's employment both claims were out of time.
35. The claimant also claimed that she had been subjected to detriments for making protected disclosures. She has not as yet clarified either what the protected disclosures were or what detriment she was subjected to as a result. Despite having been ordered to do at the hearing on 1 April, the amended claim form lodged simply set out generalised allegations.
36. Taking into account all the circumstances of the claimant it was reasonably practicable for her to have lodged her claims within three months of the termination of her employment. Even if the Tribunal is wrong in that it is satisfied that the claims were not lodged within such further period as would be reasonable. The claimant contacted ACAS on 11 October, stated that she was lodging a claim on 3 November was issued a certificate from ACAS on 24 November and waited a further two weeks before lodging a claim. There was no explanation whatsoever for that delay and the Tribunal is satisfied that this was not a reasonable further period. The Tribunal therefore has no jurisdiction to determine the claimant's claims in this regard.

Just and equitable

37. The claimant also claims that she was discriminated against because of disability. There remains dispute as to whether the claimant was a disabled person at the relevant period and what the nature of any disability might have been.
38. The claimant's claim of disability discrimination as set out in the Note of the hearing of 1 April was that of a failure to make reasonable adjustments. The

claimant did not carry out any work for the respondent or make a request to carry out any work for them after 24 February 2024. She did not respond to the invitation from the respondent to undertake the refresher training for the academic session 2024-2025. It is not therefore clear at what date it is the claimant says that reasonable adjustments ought to have been made. The claimant has not specified what disadvantage was caused by any disability in respect of which reasonable adjustments ought to have been made. It is likely in these circumstances that any duty arose at the latest by 24 February 2024. However, for the purposes of the assessment as to whether it was just and equitable to allow the claim to proceed, it is hypothesised that the duty to make reasonable adjustment should be calculated from the date of termination of employment.

39. In assessing whether it is just and equitable to determine a claim which is on the face of it out of time, it is important to assess all factors in the particular case which may be relevant. That is likely to include the length and reason for any delay, but a multi-factorial approach should be adopted. The balance of prejudice against or in favour of either party is also likely to be relevant, as is the potential merits of the claim (see for instance **Rathakrishnan v Pizza Express (Restaurants) Ltd 2016 ICR 283**).
40. In the present case, the reasons for the delay by the claimant have already been set out. In terms of the prejudice to the parties, while the claimant will suffer prejudice in that she will not be able to proceed with her claims, it is noted that the claims have still not been specified, despite the claimant having been put on notice about the issue of time bar and the claims having been lodged almost 10 months ago. The claims would require further specification prior to any final hearing being listed. That would take time and given that the claimant has already lodged a "recast claim form" which did not provide any specification despite being ordered to do so, and has not made any attempt to provide further specification since, the Tribunal is not confident that this would be a straightforward process. The prejudice to the respondent cannot therefore be properly assessed at this stage, as it cannot be said with any certainty what it is they have to answer or which witnesses will be required to speak to these matters.
41. Moreover, the claimant did not make any contact with the respondent regarding continuing to carry out any duties for them after being contacted in September 2024 and has not provided any evidence that she has discussed the issue of difficulties in carrying out her duties before then with the respondent or told them of any disabilities which would impact on her ability to perform those duties. She has not provided any information about what disadvantage she had in carry out duties. It is therefore difficult to determine that the claim has any prospects of success.

42. The claimant is clearly an intelligent and able individual. She has studied law although her position is that the last year of her studies was disrupted by matters which led to her expulsion from the University. It seemed to the Tribunal that the claimant was having difficulty in separating the issue of being expelled as a student with the respondent from that of her employment with the respondent.
43. Taking into account all the circumstances of the case and in particular the reasons given by the claimant for the delay in lodging her claim, the merits of the claim and the prejudice to the parties, the Tribunal concluded that it would not be just and equitable to allow the claim of disability discrimination to proceed.

Amendment application

44. On that basis the claimant's claims are all dismissed. However, the claimant did have an outstanding application to amend her claim. She claims that she was harassed and/or discriminated against on grounds of race. The amendment is wholly lacking in specification and does not set out who is said to have done what or when which might amount to harassment on grounds of race. It had been intended to deal with that application to amend at this hearing if time had permitted.
45. As currently drafted the application would have been refused. It is wholly lacking in any specification. Even on the basis that the last act complained of was the date of termination for the claimant's employment (and the claimant has not put forward any specific allegations in this regard), the claim is out of time and given that the claimant had not engaged in any meaningful way with the respondent in relation to her work with them since February 2024 and had not raised any issues with them at that time, it would have been considerably out of time. The application as currently drafted would have been refused on the basis that it lacked any specification and was out of time in any event.

Date sent to parties

13 August 2026