EMPLOYMENT TRIBUNALS

Claimant: **Jack Shine**

Respondent: **Intelligent Data Collection Ltd**

RECORD OF A PRELIMINARY HEARING in PUBLIC

Heard at: **Bury St Edmunds (in public; by CVP)** **On:** **16 March 2026**

Before: **Employment Judge Boyes (sitting alone)**

Appearances
For the Claimant: Representing himself
For the Respondent: Ms. P. Whitlock, counsel

WRITTEN REASONS

1. The purpose of the preliminary hearing was to determine whether the unfair dismissal complaint was presented in time, and, as such, whether the Tribunal had jurisdiction.

2. At the hearing on the 16 March 2026, I gave oral judgment and full reasons. My Judgment was as follows:

   The effective date of termination was the 3/3/2025. The Claimant's claim was made in time. The Tribunal therefore has jurisdiction to determine the claim.

3. The Claimant made an in-time application for written reasons on the 13 May 2026. I apologise to the parties for the delay in providing these written reasons.

4. The Claimant was employed by the Respondent from 14 February 2022 as a Senior Business Development Coordinator. Early conciliation started on 31 March 2025 and ended on 8 May 2025. The claim form was presented on 3 June 2025. The Claimant complains of unfair dismissal. The Respondent denies that the Claimant was unfairly dismissed.

These Proceedings

5. The Claimant adopted his witness statement and gave live evidence at the hearing. He was cross-examined and asked further questions by me by way of clarification. He gave his evidence from Australia.

6. The Respondent called five witnesses. These were Magdelana Karmowska, Paul O' Neill, David Collinge, Aleksandra Lesika and Felicity Marsh. They adopted their witness statements, were cross-examined and asked further questions by me in order to clarify their evidence.

7. Both parties made closing submissions.

Documents

8. The Tribunal had before it a bundle of 74 pages (which included witness statements) and the Respondent's skeleton argument.

Issues to be determined

9. The issues to be determined at the preliminary hearing were:

    i. Whether the Claimant's employment terminated on 30 September 2024, as the Respondent contended, or continued through a period of authorised sabbatical leave ending on 3 March 2025, as the Claimant contended.
    ii. Whether the claim was presented within the primary limitation period under section 111 Employment Rights Act 1996 ("the ERA").
    iii. If the claim was not presented within the primary limitation period, was it not reasonably practicable for the Claimant to have presented the claim in time and, if not, was it submitted within such further period as was reasonable.

Findings of Fact

10. Based upon the documentary and witness evidence before me I made the following findings of fact:

11. The Claimant commenced employment with the Respondent on 14 February 2022 as a Senior Business Development Coordinator.

12. On 29 August 2024, he informed the Respondent's CEO that he intended to resign and resigned in writing on the same day. He sent a follow-up email on 2 September 2024 confirming his final working day as 26 September 2024. It is agreed between the parties that the last day of the original notice period was the 30 September 2024.

13. On or around 9-11 September 2024, several meetings took place with the Claimant. There was discussion between senior management and the Claimant about the possibility of a role for him in Australia in due course after some travelling that he had planned. At that stage, the main focus was on high level planning and the nature of, and future terms of, the Claimant's role in the business going forward. I find that there was no specific discussion or agreement reached at this stage as to what the nature of any relationship between the parties would be post 30 September 2024.

14. On 12 September 2024 a company-wide announcement stated

    "I just wanted to write to you to let you know that I am sorry to have to announce that Jack is leaving the business at the end of September to go travelling around South East Asia, ending up in Australia in late 2024 / early 2025 where he plans to stay for the foreseeable future.......[.], he will rejoin the business, initially in a sales capacity supporting the UK business, but then he will quickly look to take on a more strategic BD role as we plan and execute our strategy to expand into Australia in mid/late 2025. […] we are delighted with the decision to keep Jack in the business and support his desire to travel in the short term, his desire to grow both personally and professionally into what will become a key role in the region in the future."

15. On 19 September 2024, the Claimant submitted a formal Sabbatical Request Letter. This included the following:

"Upon my return, I have agreed in principle to transition into the role of Sales Manager, based in Australia. […].

While the specifics of any contract I hold with Intelligent Data Collection, including salary, shareholding details, and exact role responsibilities, are yet to be finalised, I have agreed to continue discussions and negotiations during my sabbatical.

I kindly request your written confirmation of the following:

1. Confirmation of my sabbatical leave for the specified dates.

2. Confirmation of my future employment as Sales Manager in Australia upon my return, subject to the successful negotiation and formalisation of the associated terms.

3. Assurance that my sabbatical will not affect my continuity of employment or associated rights and benefits as per English employment law."

16. On 20 September 2024, the Respondent issued a Sabbatical Acceptance Letter confirming that there was to be a sabbatical from 26 September 2024 to 3 March 2025. The letter was signed by Hilary March HR Manager. It stated:

"Further to your request for sabbatical leave to enable you to independently travel for 5 months. [sic] *I am writing to confirm your request has been authorised. This letter sets out the main arrangements for your period of leave.*

Your sabbatical leave will start on 26th September 2024 and is due to come to an end on Monday 3rd March 2025, taking your full sabbatical period to 5 months.

The date that you commenced employment with us will remain unaffected by the fact that you are taking a sabbatical, however, the time that you spend away from work will not count towards your continuous service.

As agreed, you will not be paid during your sabbatical leave.

Although you are not at work during your sabbatical, we retain the right to instigate our usual disciplinary procedures against you should you behave in a way which the Company deems unacceptable, in accordance with our normal disciplinary rules e.g. by bringing the Company name into disrepute.

You are expected to return to work immediately after your sabbatical leave has ended on Monday 3rd March 2025. I must inform you that your failure to attend work on this day without prior notification or explanation will be treated as an unauthorised absence and addressed in accordance with our disciplinary procedure.

We would like to arrange a Teams Call to touch base with you in late November/ early December to discuss the plan for your role based in Australia, when you return from your Sabbatical in March 2025. This allows us time to develop a business plan for opening up Intelligent Data's presence in Australia and complete research on a package offer for the role including salary and visa requirements. As agreed, we will email details to jack.shine@hotmail.com and all other communications we require to reach you.

Please inform me as soon as possible if you change your mind about your intended return date. If you wish to return earlier than the intended date, you must inform us at least 2 weeks before the new date you wish to return. If you wish to extend your *leave or change your mind about returning to the business at the end of your sabbatical, you must inform us at least 6 weeks before the original date of return. Any changes to the return date must be agreed with us and you should not assume that any changes will be agreed.*

Please do not hesitate to contact me if you have any questions regarding your sabbatical leave and I hope it proves to be a fulfilling experience.

Please sign the enclosed copy of this letter and return it to me to indicate your understanding and acceptance of these arrangements."

17. The accompanying email states "*Attached, please find our formal letter accepting your sabbatical request. The letter outlines our terms regarding your potential role in Australia and your return to IDC*."

18. The Claimant signed the sabbatical acceptance letter on 26 September 2024. This was his last day at work. The Claimant requested, and was paid for, accrued holiday that he had not taken by that point in the holiday year.

19. On 26 September 2024, the HR platform was updated to record the Claimant's final employment date as 26 September 2024 and the final working day as 26 September 2024. The reason for leaving is stated as "*sabbatical*" and the following additional comments were included "*5 months sabbatical returning March 3rd 2025*" and then later "*Looking to be re-employed when settled in Australia in March 2025*"

20. Ms Marsh's evidence was that she verbally informed the Claimant that his employment would not remain active once he went on sabbatical.

21. The Claimant was told he would be processed as a leaver. There was the option on the HR for someone to be inputted as being on unpaid leave but not a sabbatical. However, if he had been marked as being on unpaid leave then that period would count towards accrued service and that was not what was agreed.

22. Likewise, the payroll system did not provide scope to enter the Claimant as being on sabbatical leave.

23. On 27 September 2024, the Claimant received an email attaching his monthly payslip and a P45. The body of the mail referred only to a payslip. There was no mention of a P45. The P45 states the Claimant's employment ended on 26 September 2024. The Claimant maintains that he did not appreciate, at that time, that a P45 had been attached. I accept the Claimant's evidence that he tended not to look at his payslips; rather he just had regard to the notification from his bank that he had been paid his salary. He therefore did not look at his P45 at that time. The Claimant also confirmed in evidence that he was aware that he was being processed as a leaver on the company's HR system.

24. There was then no contact between Claimant and Respondent until 16 January 2025, when the Claimant contacted Paul O'Neill and messages were exchanged. A Teams meeting took place on 11 February 2025, after which further exchanges occurred concerning arrangements for the Claimant's return and requests for him to undertake research on tax and payroll matters. The Claimant provided this information on 28 February 2025.

25. On 3 March 2025, the Respondent informed the Claimant that it would not proceed with the proposed arrangements. On 7 March 2025, the Respondent stated that the

P45 issued in September 2024 had "*effectively terminated*" the Claimant's employment.

The Relevant Law

26. In claims for unfair dismissal, the time limiting for bringing a claim is laid out at section 111 ERA as follows:

    "*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."

27. Further guidance is given in caselaw as to how section 111(2)(b) should be applied in individual cases.

My Conclusions

28. The Claimant contends that his employment continued until 3 March 2025, rendering his claim in time. The Respondent position is that the Claimant left his employment on 30 September 2024.

29. In reaching my conclusions I have considered all of the documentary evidence and witness evidence in the round.

30. I place significant weight on the formal sabbatical letter of the 20 September 2024 as evidence of what the parties understood their relationship would be between 1 October 2024 and 3 March 2025. It is referred to as a 'sabbatical letter'. The dictionary definitions of 'sabbatical' do vary but, in general, it can be seen from those definitions that its every day meaning is a period of time or leave when someone is allowed to stop their normal work in order to study or travel.

31. The letter of the 20 September 2024 confirms that the Claimant's request for sabbatical leave had been authorised. It refers to 'sabbatical leave'. It is particularly notable that the letter states that the Claimant's start date will remain preserved. I consider this to be a strong indicator of an ongoing employment relationship that has not ended. Whilst the letter goes on to state the time the Claimant would spend away from work will not count towards continuous service when both that and the earlier part of the sentence are read together, it must mean that the Claimant would not accrue further service during the 5 months that he is on sabbatical but that as his start date is preserved that there is an ongoing employment relationship.

32. This sort of approach is also consistent with the way in which sections 215 to 217 ERA operate. Sections 215 to 217 protect an employee's continuity of employment in specific circumstances (none of which apply in this case) although further service does not accrue during the actual period when the employee is absent.

33. The letter also makes reference to a return date, what will happen if there is a failure to return on that date and also more generally makes reference to the Claimant being subject to the disciplinary process. This is inconsistent with there being no enduring employment relationship in place during the sabbatical period.

34. The Respondent's position is that the possibility of the Claimant returning was contingent upon the Claimant making contact in late November or early December. However, the letter does not say this. It would appear to suggest that the Respondent would make contact with the Claimant via the email cited in order to arrange further contact.

35. I have taken into account that the Claimant was listed as a leaver on the HR platform and for HMRC purposes and that the Claimant was aware that he was being processed as a leaver at the time (although not that he was issued with a P45). However, I do not consider that his awareness that he was being processed administratively as a leaver meant that he understood the employment relationship itself to have ended given what is said, in particular, in the sabbatical letter. I have formed the view, considering the evidence before me in the round, that there were purely administrative reasons for taking this approach and that it is not determinative of an employment relationship in isolation.

36. In terms of the email sent out company-wide, it does refer to the Claimant <u>rejoining</u> the business, but it also refers to the Claimant <u>staying with</u> the business. Read as a whole it is evidentially neutral.

37. It was agreed that the Claimant would not receive pay or accrue holiday during the sabbatical period. This may indicate an absence of an employment relationship but again is not necessarily determinative.

38. Whilst the precise terms of any future Australian role remained to be negotiated, I do not consider that this is inconsistent with there being a continuing employment relationship during the period of sabbatical leave. The evidence demonstrates that both parties contemplated the Claimant returning to work following the sabbatical and that the plan was for the Claimant to continue in his existing role initially on return. The unresolved issue concerned the detailed terms of the future role rather than whether the employment relationship itself was to continue.

39. Taking into account all of the above factors, I found that it was the intention of the parties prior to the 1 October 2024 that the employment relationship would continue, albeit on amended terms between 1 October 2024 and 3 March 2025. Accordingly, the Claimant remained employed until 3 March 2025. That date constituted the effective date of termination for the purposes of section 111 ERA 1996. Taking into account the period of early conciliation, the claim was therefore presented within the statutory time limit. The Tribunal therefore has jurisdiction to determine the complaint.

Approved by:
Employment Judge Boyes

Date: 14/8/2026

Full written reasons sent to the parties on:

20 August 2026

FOR EMPLOYMENT TRIBUNALS

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