



EMPLOYMENT TRIBUNALS (SCOTLAND)

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Case No 4100013/2026

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Preliminary Hearing held in Aberdeen by Cloud Video Platform on
10 August 2026

Employment Judge A Kemp

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Mr R MacLeod

**Claimant
In person**

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Wood Group UK Limited

**Respondent
Represented by:
Mr D James
Counsel
Instructed by
Ms K Lynch
Solicitor**

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JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The Claim is not within the jurisdiction of the Employment Tribunal and is dismissed.

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REASONS

Introduction

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1. This hearing was fixed to determine the issue of jurisdiction on the basis of timebar. The claimant is a party litigant and the respondent is represented by Mr James.

E.T. Z4 (WR)

The issues

2. The issues I identified with the parties at the start of the hearing are (i) whether it was not reasonably practicable for the claimant to have presented his Claim Form timeously, and (ii) if so whether he did so within a reasonable period of time. They arise under section 111 of the Employment Rights Act 1996 as addressed in more detail below.

Evidence

3. The claimant was the only person who gave evidence. A Bundle of documents was provided by the respondent. Before the hearing began I explained to the claimant that as he was a party litigant I could assist him to an extent under the overriding objective but not so as to act as if his solicitor. I explained about the process for giving evidence. I explained about referring to documents if he wished me to read them.. I explained that all evidence material to the issues before me required to be given at this hearing and that only in exceptional circumstances would additional evidence be permitted once the hearing had concluded. I explained that the claimant would be cross examined after he had given her evidence in chief, and that I may ask him questions, then that he may give evidence in re-examination in answer to questions in cross examination or from me.
4. The claimant said that he had sent a document he wished to rely on as an aide memoire. That had not been seen by Mr James, and I asked the clerk to trace it. She did so, and time was made available to Mr James to take instructions as it contained not only a form of aide memoire but also documents on which the claimant sought to rely. The claimant had not sent the documents to the respondent as he required to do under Rule 90, although I note that the Notice of Preliminary Hearing stated that orders would be issued in relation to documents, and it does not appear that that was done. Mr James was content however for the documents to be used.
5. During his evidence the claimant referred to a Claim Form presented on 8 January 2026, which he had not included within the documents sent to the Tribunal, and a process of reconsideration about that. I then arranged for those documents being the Claim Form, rejection letter, the claimant's application to reconsider and the decision on that application, to be obtained and sent to Mr James, and the last two mentioned to be copied to the claimant as he did not appear to have them. The hearing resumed after a break for Mr James to consider them, which he was content to do. The claimant was also content to proceed.

Facts

6. I found the following facts, material to the issues before me, established
7. The claimant is Mr Ronald Angus MacLeod

8. The respondent is Wood Group UK Limited.
9. The respondent employed the claimant on 5 April 2023 as a Plater, working offshore.
10. The claimant was issued with a temporary contract of employment from 5 April 2023 to 5 October 2023. The claimant was issued with several contract extensions thereafter, in writing [neither the original contract nor the extensions save the last one were provided to me]. The last such contract extension was dated 14 July 2025, and stated that
"Your temporary contract of employment has been extended until 7 August 2025. If the company is unable to extend your temporary contract further at that time your employment with Wood Group UK Limited will conclude on 07 August 2025 without the need for notice as the end date of your extended fixed term contract is included in this letter. This letter therefore also serves as your notice. All other terms and conditions will remain the same....."
11. On 22 August 2025 the claimant received a form P45 which stated that the date of termination of his employment was 7 August 2025. He had not had prior contact with the Human Resources team of the respondent prior to receiving the P45. A
12. On 26 August 2025 the claimant contacted the respondent to enquire about sums he considered due to him, for holiday pay, redundancy and a retention bonus. He received a reply on 27 August 2025 about holiday pay being paid on 29 August 2025.
13. On 9 September 2025 the claimant raised a grievance by email which he copied to Unite the union, of which he is a member. He decided to proceed without union advice. The respondent asked for an informal chat about matters, but that did not reach agreement.
14. On 12 September 2025 he received payment for a retention bonus and a statutory redundancy payment.
15. On 25 September 2025 the claimant informed the respondent that he wished to proceed with the grievance. A meeting to discuss it was held on 6 October 2025. A decision letter was sent to the claimant on 17 October 2025, which partially upheld the grievance on the basis that a courtesy call to the claimant "could have helped prevent some of the concerns". On 22 October 2025 the claimant appealed that decision.
16. The claimant conducted online research including on the ACAS website [on a date or dates not given in evidence, but prior to commencing early conciliation]. He was aware of the provisions as to how to commence a Claim on time.

17. The claimant commenced Early Conciliation (EC) on 4 November 2025. The name of the party against which he intended to claim was identified as "Wood".
18. The respondent contacted the claimant on 13 November 2025 to arrange a hearing for the appeal. That hearing took place on 20 November 2025.
19. A Certificate for EC was issued for the same by ACAS on 10 December 2025.
20. The claimant could have presented a Claim Form on and after 11 December 2025.
21. A Claim Form was submitted by the claimant on 8 January 2026. It identified the respondent as "Frazer Gregory@WOOD". Mr Gregory had been the last person at the respondent the claimant had corresponded with. The claimant thought that it would help to identify a person to send the Claim Form to.
22. That Claim Form was rejected by a Legal Officer, confirmed by letter emailed to the claimant on 9 January 2026. The reason given in that letter was "you have provided an early conciliation number but the name of the respondent on the claim form is different to that on the early conciliation certificate". The claimant was informed in the letter that he could apply for reconsideration by a Judge.
23. The claimant did so, by letter received by the Tribunal on 22 January 2026. The letter was sent by the claimant on or around 20 January 2026, by special delivery post. It stated "I am requesting a reconsideration as the mistake at the respondent's name was a complete mistake by myself. I have filled out a new form removing Frazer Gregory's name from the form. I have also sent email to ACAS to let them know that I would like to submit form to Employment Tribunals for a unfair dismissal claim. "
24. The present Claim Form was received on 22 January 2026. It identified as the respondent "Wood".
25. On 27 January 2026 the Tribunal wrote to the claimant and stated ".....Employment Judge Robison has reconsidered the decision without a hearing and has decided that your claim can be accepted. The claim will be treated as presented as at 22/01/2026...."
26. On 19 February 2026 the respondent wrote to the claimant dismissing his appeal.
27. During the period of late 2025 and early 2026 the claimant was attending hospital to visit his father who had sepsis.

Claimant's submission

28. The claimant said that he wanted an agreement to get his job back or his loss of earnings for unfair dismissal.

Respondents' submission

- 5 29. The following is a very basic summary of the full and helpful submission that was made, supplemented by a skeleton submission, which was adopted. It was reasonably practicable for the claimant to have presented the Claim Form timeously. He accepted that he could have done so on 11 December 2025. The fact it was reasonably practicable to have presented
10 it in time was exemplified by the attempt made on 8 January 2026. It was rejected. The decision was emailed on 9 January 2026. By the time of the reconsideration after amendment the Claim was too late. The claimant knew about timebar and had done research. On the second issue the claimant did not seek reconsideration until on or around 20 January 2026.
15 That is not a reasonable period. He should have acted as soon as possible. I was invited to hold that the Tribunal did not have jurisdiction.

Law

30. The relevant time limit is found in section 111 of the Employment Rights Act 1996. The provisions of section 111 that are relevant to the present
20 case are 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.
- 25 (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
- 30 (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.
- (2A) Section 207B (extension of time limits to facilitate conciliation before institution of proceedings) applies for the purposes of subsection (2)(a)....."
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31. It is possible that the claimant seeks an award for an unauthorised deduction from wages in relation to holiday pay, although it is not clear. If it is a claim made, the same test applies under section 23.

32. The burden of proof is on the claimant to prove that it was not reasonably practicable to present the complaint in time: ***Porter v Bandridge Ltd [1978] IRLR 271.***

5 33. The question of what is reasonably practicable is explained in a number of authorities. In ***Palmer and Saunders v Southend on Sea Borough Council [1984] IRLR 119***, a decision of the Court of Appeal, the court suggested that it is appropriate: “to ask colloquially and untrammelled by too much legal logic, ‘Was it reasonably feasible to present the complaint to the Industrial Tribunal within the relevant three months’?” That, it
10 explained, is a question of fact for the Tribunal taking account of all the circumstances. It gave the following guidance:

15 “Dependent upon the circumstances of the particular case, an Industrial Tribunal may wish to consider the manner in which and reason for which the employee was dismissed, including the extent to which, if at all, the employer’s conciliatory appeals machinery has been used. It will no doubt investigate what was the substantial cause of the employee’s failure to comply with the statutory time limit; whether he had been physically prevented from complying with the limitation period, for instance by illness or a postal strike, or something similar. It may be relevant for the Industrial Tribunal to investigate whether at the time when he was dismissed, and if
20 not then when thereafter, he knew that he had the right to complain that he had been unfairly dismissed; in some cases the Tribunal may have to consider whether there has been any misrepresentation about any relevant matter by the employer to the employee. It will frequently be necessary for it to know whether the employee was being advised at any material time and, if so, by whom; of the extent of the advisors’ knowledge of the facts of the employee’s case; and of the nature of any advice which they may have given to him. In any event it will probably be relevant in most cases for the Industrial Tribunal to ask itself whether there has been any substantial fault on the part of the employee or his advisor which has led to the failure to comply with the statutory time limit. Any list of possible relevant considerations, however, cannot be
25 exhaustive and, as we have stressed, at the end of the day the matter is one of fact for the Industrial Tribunal taking all the circumstances of the given case into account.”

30 34. In ***Asda Stores Ltd v Kauser UKEAT/0165/07***, a decision of the Employment Appeal Tribunal, Lady Smith at paragraph 17 commented that:
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“..... the word ‘practicable’ means possible and possible is a synonym for feasible. The short point seems to be that the court has been astute to underline the need to be aware that the relevant test is not simply a matter of looking at what was possible but asking

whether, on the facts of the case as found, it was reasonable to expect that which was possible to have been done.”

35. In **Marks and Spencer plc v Williams-Ryan [2005] IRLR 562** the Court of Appeal stated that “The first principle is that section 111(2) should be given a liberal interpretation in favour of the employee.” It set out the issues to consider when deciding the test of reasonable practicability, which included (i) what the claimant knew with regard to the time-limit; (ii) what knowledge the claimant should reasonably have had; and (iii) whether he was legally represented.
36. In **Lowri Beck Services Ltd v Brophy [2019] EWCA Civ 2490**, the Court of Appeal re-stated that the test of reasonable practicability should be given a liberal interpretation in favour of the employee. The claimant in that case did not have professional advice, which was held to be a factor in his favour.
37. The nature of the test was considered in **Cygnnet Behavioural Health Ltd v Britton [2022] EAT 18**, in which it was stated that
- “the employment judge directed himself that section 111(2) should be given a liberal construction in favour of the employee, citing **Dedman v. British Building & Engineering Appliances Ltd [1974] ICR 53, CA**. In my judgment, I note that this is not reflective of the way that section 111(2) has been interpreted and applied by the Court of Appeal in more recent cases. The test is a strict one and, perhaps in contrast to the ‘just and equitable’ extension in other statutory contexts, there is no valid basis for approaching the case on the basis that the ET should attempt to give the ‘not reasonably practicable’ test a liberal construction in favour of the claimant.”
38. It is, with great respect to the EAT, difficult to understand that last sentence except in the context of a distinction with the test in discrimination law. The reference to a liberal interpretation in favour of the employee had itself been made in **Williams-Ryan**, which the EAT in **Britton** cited, and although **Brophy** was not mentioned it had re-stated that principle. **Williams-Ryan** and **Brophy** are both Court of Appeal authority. **Britton** was also doubted by the EAT in **Cross v NHS Somerset Clinical Commissioning Group [2024] EAT 20**. Each of the two Court of Appeal authorities is not necessarily binding on a Tribunal in Scotland but they are worthy of considerable respect, particularly in relation to a UK-wide statutory provision where there is nothing particular in Scots Law which would not make it applicable. I consider that the Court of Appeal comments should be preferred to those in **Britton**, and followed, in this respect.
39. The Tribunal conducts its own assessment of the issue of reasonable practicability, and whilst it may take account of medical evidence it is not

bound to accept it, particularly if there is other evidence that is not consistent with it - ***Chourafi v London United Busways Ltd 2006 EWCA Civ 689***. That was a case where the claimant had not attended the Preliminary Hearing to give evidence, however.

- 5 40. The issue of a medical condition was addressed in ***Kauser***, in which the following was said about the Tribunal's judgment:

10 "There is no finding of illness or incapacity. The circumstances are not comparable, for instance, to those of the Claimant who fell ill seven weeks into the three month period, in the case of ***Schulz v Esso Petroleum Co Ltd [1999] ICR 1202***. It cannot be sufficient for a Claimant to elide the statutory time limit that he or she points to having been 'stressed' or even 'very stressed'. There would need to be more."

- 15 41. It appears to me firstly that the statutory words must be applied, and secondly that in doing so a liberal interpretation of those words in favour of the employee is permissible, against the statutory test of reasonable practicability, and not whether what the claimant did was reasonable. There is no strict approach, but the onus falls on the claimant. All of the circumstances are to be considered when making that assessment.

- 20 42. If the claimant is successful in arguing that it was not reasonably practicable to have presented the claim in time, it is then necessary to consider whether the claim was presented within a reasonable period of time thereafter. In ***Cullinane v Balfour Beatty Engineering Services Ltd UKEAT/0537/10*** it was stated that the question whether a further period is reasonable is not the same as asking whether the claimant acted reasonably, but requires "an objective consideration of the factors causing the delay and what period should reasonably be allowed in those circumstances for proceedings to be instituted", having regard to the 'strong public interest' in claims being brought promptly, and against a background where the primary time limit is three months.
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43. In ***Howlett Marine Services Ltd v Bowlam [2001] IRLR 201*** it was confirmed that the issue of reasonableness in this respect was assessed having regard to all the circumstances.

Discussion

- 35 44. I accepted the claimant's evidence as credible and reliable. He answered questions put to him with commendable candour.

45. I have much sympathy for the claimant, who is a party litigant. He made an error on a Claim Form over the identity of the respondent which, if that error had not been made, would have been in time and able to proceed. I must however apply the law set out above to the facts of the case, and
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despite that sympathy I have been driven to the conclusion that the claim is outwith the jurisdiction of the Tribunal.

- 5 46. The first issue is that of reasonable practicability. The question is: can the respondent show that it was not reasonably practicable to have presented the claim form in time, meaning in this case by 10 January 2026? I take into account that he was not legally represented and that a liberal construction is appropriate. There are nevertheless in my opinion a number of difficulties for the claimant. The first is that he did in fact present a Claim Form on 8 January 2026. Doing so would have been in time if it had been accepted. But it was not accepted, as the identity of the respondent was not in accordance with the name on the EC certificate. It was not therefore a Claim Form adequately presented, and for present purposes means that it cannot count as a Claim Form presented in time. The fact of presentation of that defective Claim Form is however one barrier to the claimant succeeding in this argument. It shows that in the absence of the error the claimant would have made a timeous claim.
- 20 47. The second is that in his application for reconsideration he accepted that he had made a mistake. It is a mistake that if he had read the Claim Form carefully, which states "Give the name of the employer or person or organisation you are claiming against" he would not in my view have made. He gave a name to ACAS which was on the EC certificate, being "Wood" and using that same name, as he later did with the amended Claim Form, is what he should have been done at the least, if not using the name on the extension to contract letter he was provided with, and as he produced to the Tribunal. But the error he made was not in my opinion something that he could rely on as demonstrating that it was not reasonably practicable to have presented the Claim Form on time.
- 30 48. The third is that he submitted an amended Claim Form with his reconsideration application. He did not seek to argue that the initially presented Claim Form should have been accepted. That appears to me to be acceptance that the first Claim Form was not in adequate terms.
- 35 49. I understand that, as the claimant put it in evidence, he had a lot on his plate at the time with his father being in hospital. But such stresses alone are not sufficient, in my view, and as the case law above indicates. It was a point only made briefly during cross examination.
50. I have therefore concluded that the claimant has not met the statutory test as to reasonable practicability, and the Claim is as a result not within the jurisdiction of the Tribunal. In light of that, it must be dismissed.
- 40 51. That is sufficient to decide matters. The second matter is therefore not required but I shall address it briefly. The claimant accepted in cross examination that he could have presented the Claim Form on 11 December 2026, the date after the EC certificate. He tried to do so quite

late in the day, on 8 January 2026. It was in time, but risked matters if there was a difficulty.

52. As it transpired there was, because of the identity of the respondent as he had given it. He was aware of that from the letter from the Tribunal dated 9 January 2026 which he accepted had been emailed to him. At that point in time he had two days to provide a response if it was to be in time. It required very quick action. The longer it was left beyond that, the more of an issue there would be. It seems to me that leaving matters until sending a letter on or around 20 January 2026 was not a reasonable period to act within. It ought to have been apparent that very quick action was necessary if there was to be jurisdiction.

Conclusion

53. The Claim is not within the jurisdiction of the Employment Tribunal and it must accordingly be dismissed.

Date sent to parties

18 August 2026