



EMPLOYMENT TRIBUNALS

Claimant: Mr A Bone
Respondent: Essential Pensions Group Limited
Heard at Leeds by CVP **On:** 24 June 2026
Reserved Judgment 7 August 2026

Before: Employment Judge Shulman

Representation

Claimant: In person
Respondent: S Firth, Counsel

RESERVED JUDGMENT

1. The claimant's claims are out of time and there was no evidence as to why it was not reasonably practicable for the claimant to present his complaints within the time limit. All the claimant's complaints are dismissed as the Tribunal does not have jurisdiction to hear the claims.
2. Because the complaints are out of time the claimant's submission that Essential Pensions Group Limited is the correct employer/respondent would fail, but for lack of jurisdiction relating to time the claim against Essential Pensions Group Limited would otherwise be dismissed, Essential SSAS Limited being the claimant's correct employer.
3. The claimant's complaints being unfair dismissal, redundancy, no notice pay and unauthorised deduction of wages also fall because of the lack of jurisdiction having regard to the failure to comply with the time limit.

REASONS

1. **Claims**

- 1.1. Unfair dismissal.
- 1.2. Redundancy.
- 1.3. No notice pay.
- 1.4. Unauthorised deduction of wages.

2. **Issues**

The issues in this case related to:-

- 2.1. Was the complaint presented to the Tribunal before the end of the period of three months beginning with the effective date of termination or such further period as the Tribunal considers reasonable 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.
- 2.2. Was Essential Pensions Group Limited (PG or the respondent as the case may be) the claimant's employer or was it some other entity.
- 2.3. Was the claimant unfairly dismissed? If so what was the reason and was it fair? Further did the respondent act reasonably or unreasonably in treating the reason as a sufficient reason for dismissal to be determined in accordance with equity and the substantial merits of the case?
- 2.4. Was the claimant made redundant? Further did the requirements of the respondent's business or the claimant to carry out work of a particular kind cease or diminish or was it expected to diminish?
- 2.5. Was the claimant entitled to receive notice pay and did he receive it?
- 2.6. Did the respondent make a deduction on the claimant's wage when it was not entitled to do so?
- 2.7. Although issue 2.1 goes to the question of jurisdiction the Tribunal is of the view that at the same time the other issues should be dealt with.

3. **The Law**

The Tribunal shall have regard to the following provisions of the law:

- 3.1. Time – for unfair dismissal section 111(2) Employment Rights Act 1996 (ERA). For the other complaints there are similar time provisions elsewhere in the ERA.
- 3.2. Unfair dismissal – Section 98(1)(2) and (4) ERA.
- 3.3. Redundancy – Section 139(1)(b) ERA.
- 3.4. No notice pay – Section 86(1) ERA or other right to notice pay.
- 3.5. Unauthorised deduction of wages – Section 13(1) ERA.

4. **Facts**

The Tribunal having carefully reviewed all the evidence (both oral and documentary) before it, finds the following facts proved on the balance of probabilities:

- 4.1. The claimant was employed from 1 October 2020 until on or about 2 January 2025 as a business development manager. The claimant made his claim against IWP Financial Planning Limited (IWP) and against Essential Pensions Group Limited (PG) but withdrew his claim against IWP on or about 9 November 2025. The respondent denies that PG was the claimant's employer.
- 4.2. The respondent says the claimant signed a contract with Essential SSAS Limited (SSAS) on 1 October 2020. Clause 2 of the contract gave the claimant's title as SSAS Consultant.
- 4.3. On the same date the claimant signed a trust and confidence agreement with SSAS.
- 4.4. The claimant's job description (see bundle 117) described the main purpose of the claimant's job was to provide advice and recommendations to the clients of SSAS.
- 4.5. During the hearing the claimant said he never did any work for the respondent.
- 4.6. For some unknown reason the claimant says he was paid by the respondent.
- 4.7. SSAS was the holding company in the group. PG was a subsidiary and there was another business which was a subsidiary called Essential SSAS Trustees Limited.
- 4.8. The claimant told the Tribunal that he had conversations with HMRC and his accountant. who told him that his employer was the respondent. The Tribunal asked the claimant if he had any evidence of this and he asked for time to find the same. The Tribunal asked him how long he needed and he said 15 minutes. The Tribunal, therefore, adjourned the hearing for 15 minutes and when the claimant came back he said that he did not have any evidence. In particular he said he could not find an email relating to the accountants in June 2025. This was after the claimant's alleged termination.
- 4.9. The claimant also relied upon an email from a Janet Smith dated 19 October 2020 with a new address and password. The address was Alan.bone@essentialpg.co.uk but this was sent on an SSAS footer.
- 4.10. It is clear also that the claimant wrote emails on SSAS footers. See for example bundle page 127.
- 4.11. The claimant also had a business card entitled SSAS and describing him as business development manager.
- 4.12. The claimant's last payment (bundle page 176) was described in his bank statement as paid by SSAS in the sum of £2,666.73. The claimant also received a payment from SSAS for the same amount on 29 October 2020

(bundle page 179) and the claimant told the Tribunal was paid by SSAS all the time. Some payments were made by the respondent.

- 4.13. It seems that the claimant received instructions from businesses called Rixons and Matthews Appleyard (Financial Services) Ltd although these were not in the Group (see paragraph 4.7 above) and was not the respondent and not as SSAS.
- 4.14. The claimant told the Tribunal that he was still employed but it is clear that he received no more pay from on or about 2 January 2025. The claimant was told by his boss Mr Ivan Lodge on 3 January 2025 that only one employee was to be retained following a takeover and it was not the claimant. This was done by WhatsApp.
- 4.15. Strangely the claimant's P60 for year ending 5 April 2024 was issued by the respondent, as was the claimant's P45.
- 4.16. As far as time limits are concerned if the claimant's termination was on or about 2 or 3 January 2025, and the Tribunal makes a finding about that, the claimant needed to enter conciliation by 1 April 2025. The claimant entered conciliation 23 June 2025. He, obtained his certificate on 24 June 2025 and presented his claim by 19 July 2025. There was no evidence before the Tribunal that it was not reasonably practicable for the claimant to present his complaints within the period of three months of termination.

5. Determination of the Issues

(After listening to the factual and legal submissions made by and on behalf of the respective parties):

- 5.1. So far as time limits are concerned the Tribunal finds that the effective date of termination was when the WhatsApp was sent to the claimant on 2 January 2025. The Tribunal finds that its terms were clear in that the only person required to be kept on as a result of the takeover was not the claimant. The claimant then did nothing about his claim until he went into early conciliation on 23 June 2025. The statute required the claimant to enter early conciliation but by 1 April 2025 and instead the claimant waited around two and a half months. He then waited nearly another month before presenting his claim and he failed to give any evidence as to why it was not practicable for him to present his complaint within the three month time limit. The claimant waited for around two and a half months to enter early conciliation. He then waited nearly another month before presenting his claim and he failed to give any evidence as to why it was not practicable for him to present his complaint within the three month time limit. The Tribunal therefore has no jurisdiction to hear his complaints which are all dismissed.
- 5.2. The matter ends there but even then the Tribunal wishes to clarify who was the claimant's employer.
- 5.3. The claimant's contract was with SSAS and not the respondent.
- 5.4. The title in the claimant's contract was SSAS Consultant not that of the respondent.
- 5.5. The trust and confidence agreement was with SSAS and not the respondent.

- 5.6. The claimant's job description was for SSAS clients and not the respondent.
- 5.7. The claimant never did work for the respondent.
- 5.8. The claimant wrote emails using an SSAS footer not that of the respondent.
- 5.9. The claimant's business card was entitled SSAS and not that of the respondent.
- 5.10. Some payments were made to the claimant by SSAS and some by the respondent for which there is no explanation.
- 5.11. The claimant suggests that he had spoken to his accountant and HMRC who confirmed that the respondent was his employer but there is no evidence for that.
- 5.12. The claimant was given a PG email address.
- 5.13. The claimant's P60 year ended 5 April 2024 and P45 were issued by the respondent.
- 5.14. Weighing up all the evidence relating to who was the claimant's employer, whilst there is some evidence that the respondent was involved in financial administration, the Tribunal would have found, were the claimant not out of time, that the respondent was not the claimant's employer and that, therefore, the claimant had issued his complaints against the wrong respondent and in those circumstances the claimant's complaints would have been dismissed in any event. It follows that in all the circumstances the claimant's claims for unfair dismissal, redundancy, no notice pay and unauthorised deduction of wages would have been dismissed.

Approved by Employment Judge Shulman

Date 7 August 2026