EMPLOYMENT TRIBUNALS

Claimant
Mr C Hannides

Respondent
Esubstance Limited T/A Ink

Heard at: Watford (CVP) **On:** 21-22 September 2026

Before: Employment Judge S Moore
Employment Judge Bewley (observing)

Appearances
For the Claimant: In person
For the Respondent: Ms E White, litigation consultant

JUDGMENT

(i) The correct name of the Respondent is Esubstance Limited t/a Ink.

(ii) Claimant was employed by Ink Publishing Corporation at the date of his dismissal;

(iii) The claim is struck out because it does not fall within the territorial scope of the Employment Rights Act 1996 and the Tribunal has no jurisdiction to hear it; and

(iv) The claim has been brought out of time and the Tribunal has no jurisdiction to hear it.

REASONS

Introduction

1. The Claimant worked as the Art Director for the Respondent/the Respondent group of companies between 3 March 2008 and 30 September 2024 when he was dismissed on grounds of redundancy.
2. ACAS Early Conciliation took place between 28 March and 23 April 2025 as against the entity Ink Global.

3. The Claim Form was lodged on 24 April 2025 making a complaint of unfair dismissal, and making claims for a redundancy payment, notice pay, holiday pay, arrears of pay and other payments, including compensation for emotional harm.

4. In its Response the Respondent contended that its correct name was Esubstance trading as Ink. Further, that the Claimant was employed by the Respondent between 2008 and 2013 but that from 2013 until his dismissal he had been employed by Ink Publishing Corporation (IPC) (not the Respondent) and worked in the state of Florida in the USA. Accordingly, his claim against the Respondent had no reasonable prospect of success and should be struck out. Further the Tribunal did not have territorial jurisdiction to hear the claim. In any event the Tribunal did not have jurisdiction to hear the claim because it had been brought out of time.

5. Unfortunately, this matter was listed for a Final Hearing without any Case Management Preliminary Hearing having taken place and the Respondent's requests for a Public Preliminary Hearing to determine the jurisdictional issues were not acted upon.

6. Accordingly, at the outset of this Final Hearing, it was agreed the following matters needed to be determined as preliminary issues before the complaints could be heard.

   (i) By which company was the Claimant employed at the time of his dismissal?

   (ii) Does the Tribunal have territorial jurisdiction to hear the claim?

   (iii) Was the claim brought out of time and does the Tribunal have jurisdiction to hear it?

7. I heard evidence from the Claimant and, for the Respondent, from Mr Michael Keating, founder and global head of the Ink group of companies. I was also referred to a bundle of documents and a supplementary bundle of documents.

8. On the basis of that evidence, I make the following findings of fact:

Facts

9. The Claimant began working for the Respondent (eSubstance Limited, t/a Ink), a company incorporated in the UK, on 3 March 2008. His job title was Art Director on the Gulf Air Inflight magazine, reporting to Michael Keating.

10. His contract of employment dated 3 March 2008 provided that his place of work was London, UK, and that it would be governed by and construed in accordance with English law. He was paid in pounds, the payroll was administered in the UK and he paid UK taxes.

11. In 2013 the Claimant moved to New York, USA. The move was initially a maternity cover role but became a permanent role in November 2013.

12. His employment contract with the Respondent was not formally terminated and he was not issued with a P45. However, the US immigration documentation

shows that "the petition for a non-immigrant worker" was made on the Claimant's behalf by IPC, which is a company incorporated in Delaware, US. The initial petition (i.e. the Claimant's visa) was granted for the period from 1 September 2013 until 31 August 2016.

13. The Claimant lived in New York and worked entirely out of an office in New York, save for occasional business trips to Los Angeles and London and other places. He was paid in US dollars by IPC. The payroll was administered in the US, and he paid taxes in the US. Further he agreed in cross-examination that his work conditions were covered by US law.

14. The uncontested evidence of Mr Keating was that after his move to the US, the Claimant worked exclusively on US-based client accounts. In particular he art directed "Hemispheres" the inflight magazine for United Airlines, the client in respect of which was based in Chicago. Further he worked on "The National", the onboard magazine for Amtrak, the US rail company, which was based in Washington DC.

15. The Claimant's work visa was subsequently extended to 31 August 2018. Again, the petitioning employer was IPC. On 26 March 2018 the Claimant was granted a green card, giving him lawful permanent residence and the right to work anywhere in the US.

16. In or about 2019, at his request, the Claimant moved offices to Miami and worked entirely out of an office in Miami. He continued to be paid by IPC. From this point on he took fewer business trips abroad, but did on occasion travel to Los Angeles, New York and South America.

17. The uncontested evidence of Mr Keating was that the Claimant continued to work exclusively on US based client accounts. In particular, the American Airlines publishing business in respect of which the relevant client relationships were based in the US.

18. Mr Keating also gave evidence, which I accept, that each of the publications on which the Claimant worked had an editor in chief based at the location from which the Claimant was working, and that while, as founder, he weighed in on the big decisions from his location in London, and would from time to time show an interest in the activities of each individual office around the world, there was a local reporting structure in place at both the New York and Miami offices where the Claimant worked.

19. As regards relevant documentary evidence, I note there is a Direct Deposit Employee Authorization form dated 8 September 2022, signed and dated by the Claimant, which names the paying company as IPC and authorizes his pay to be deposited automatically into his bank account.

20. Also signed and dated by the Claimant on 8 September 2022, there is an Arbitration Policy document which provides that any covered claim against IPC or which IPC may have against the Claimant shall be submitted exclusively to

and determined exclusively by binding arbitration under the US Federal Arbitration Act.

21. There is also a "Confidentiality, Non-Solicitation and Non-Compete Agreement' signed and dated by the Claimant on 5 November 2022 between him (described in the agreement as the "Employee") and IPC (described in the agreement as the "Employer'). The first clause of that agreement provides that the consideration for the agreement is the "at-will employment or continued at-will employment with the Employer, and further in the document it is stated that "in consideration for entering into this Agreement, the Parties agree the Employer will employ or continue to employ the Employee…".

22. In or about August 2024 the Claimant was called into the Miami office and was told he was being made redundant by Mark Duke of IPC.

23. He was subsequently given a letter dated 9 August 2024, signed by Mark Duke, which stated "IPC has eliminated your position effective September 30, 2024. Unfortunately, there is no continuation of your employment for your role as Art Director". Although the reason for that decision is not strictly relevant to these Preliminary Issues, I record that the reason why the Claimant was made redundant was because IPC had lost the American Airlines account (and not because of any dissatisfaction with the Claimant's work).

24. The Claimant was told that his redundancy would be handled by Nicola Dean, Head of HR, Global, who was based in London. However, in fact the Claimant's redundancy and severance was handled by Elizabeth Medina, HR Business Partner of IPC.

25. In the event a Severance Agreement was entered into between the Claimant and IPC dated 30 September 2024. It is stated to relate to the termination of the Claimant's employment on 30 September 2024 and provides that in exchange for 9 weeks' pay IPC is released from all claims and liabilities related to or arising under the Claimant's employment with and separation from IPC. The Severance Agreement is signed by the Claimant and by Elizabeth Medina on behalf of IPC.

26. Subsequently the Claimant continued to be contracted on a freelance basis by the Respondent and/or IPC and on 13 March 2025 he entered into a Master Services Agreement with the Respondent for the purpose of providing commissioned work on a requested basis.

27. As regards his reasons for lodging his claim form out of time, he relied on the fact that he wasn't aware of his rights under UK employment law until he came back to the UK in March 2025 and spoke to his brother. Further, as a result of his dismissal he had suffered from anxiety and panic attacks and had had acute panic attacks in November 2024 and February 2025.

28. In this respect I note that the medical notes from the panic attack the Claimant suffered in February 2025 (dated 24 February 2025) provide as follows:

"Patient had a recent panic attack in November while running. He had recently lost his job in September 2024 and felt stuck…After getting home he felt better and was able to calm down. Throughout the past several months, he has felt indistinguishable chest pain but no further panic episodes. Yesterday, he once again felt similar chest pain symptoms and decided to visit the ET this morning."

29. For completion, I record the bundle also contains documentation entitled "New Hire Paperwork Check list for processing. Although dated November 2013, the checklist plainly wasn't completed in 2013. The Claimant points out the document records his address as being in Miami to where he did not move until 2019, it also refers to employees being sent a Covid 19 Policy, which would not have been applicable in 2013. Certain pages of the documents are signed by the Claimant while another has a signature which he denied was his. It is unclear how these documents came into being. Ms White suggested they had been completed and backdated at some point as an HR house-keeping exercise, and I consider this is the most likely explanation. However, in view of the confusion as regards how and when they were completed, I have not put any weight upon them when reaching my decision.

Preliminary Issues

(i) Identity of Employer

30. Plainly at the outset of the Claimant's employment in 2008 he was employed by the Respondent. His argument is that since that contract was never terminated, he was never issued with a new employment contract and he remained within the same corporate group, he remained employed by the Respondent.

31. However, although the Claimant remained employed within the same corporate group the different entities within a group of companies have distinct and separate legal personalities. At any particular time, he was not employed by the company group as a whole, but by a particular company. Further, while it is unfortunate that he was not issued with a new employment contract when he moved to the US, it is nevertheless necessary to assess the reality of the situation, in particular whether, in the light of the facts and other agreements entered into between the parties between November 2013 and September 2024, the Respondent can be said to have still been his employer as at the point of his dismissal.

32. In this respect while when the Claimant was employed in the UK his place of work was the Respondent's office in London, when he moved to the US, his place of work changed to first IPC's office in New York and then IPC's office in Miami, and his work visa was applied for and granted on the basis of IPC being his sponsoring US employer.

33. Further, while I accept that the Claimant continued to have regular contact with Mr Keating, who retained oversight of the whole global business and made decisions in respect of both strategy and pay, he was working under the immediate direction and control of the Editors-in-Chief of the relevant publications who were based in the same office as him and who were

employees of IPC. Moreover, he was always paid by IPC, as is evidenced both by his pay slips and by the Direct Deposit Employee Authorization and there is nothing to suggest that those payments were not made on IPC's own account rather than as agent for the Respondent.

34. In addition, during his employment in the US the Claimant entered into an Arbitration Policy agreement in respect of his employment and a 'Confidentiality, Non-Solicitation and Non-Compete Agreement', both with IPC. Notably, the latter expressly states that the Claimant's employer is IPC and that the consideration for the agreement is the employment or continued employment of the Claimant by IPC.

35. Finally, the Claimant's dismissal was communicated to him by Mark Duke of IPC and the letter he received, dated 9 August 2024 and signed by Mark Duke, stated that his position was being eliminated by IPC. The Claimant then entered into a severance agreement with IPC, releasing IPC from all rights and liabilities in respect of his employment in exchange for a sum of money which strongly implies that he both understood and accepted that his employer at the relevant time was IPC.

36. For all these reasons I am satisfied that the reality of the situation was that the Claimant's employer at the date of his dismissal was IPC and indeed that he was employed by IPC during the period of time he worked in the US between November 2013 and September 2024.

37. Accordingly, the Respondent is not the correct respondent to the claim.

38. The question then arises, at least in principle, as to whether it would be appropriate to join IPC as a respondent to the claim. However this leads to consideration of the second preliminary issue, since plainly it would not be appropriate to join IPC to the claim if in any event the Tribunal has no territorial jurisdiction to hear the claim.

(ii) <u>Does the dispute fall within the territorial scope of the ERA?</u>

39. The test of territorial jurisdiction in respect of employment legislation is set out in **Lawson v Serco [2006] 1 ALL ER 823 (HL)** as subsequently interpreted in **Ravat v Halliburton Manufacturing Services Ltd [2012] IRLR 315 (UKSC)**.

40. The starting point is that a Claimant may bring a claim in the employment tribunal under the ERA if they enjoy employment in Great Britain. In **Lawson v Serco** it was stated at [36] that "circumstances would have to be unusual for an employee who works and is based abroad to come within the scope of British labour legislation". Similarly in **Ravat** the Supreme Court stated at [27] that "the general rule is that the place of employment is decisive".

41. In **Ravisy v Simmons & Simmons LLP (UKEAT/0085/18)** Mr Justice Kerr stated at [22] that in cases in which at the relevant time or during the relevant period a claimant works outside Great Britain:

"the presumption is against jurisdiction unless there is something which puts the case in an exceptional category, such that the employment has much stronger connections both with Great Britain and British employment law than with any other system of law. That is a question of fact and degree."

42. Similarly in **British Council v David Jeffery and Jonathan Green v SIG Trading Ltd [2018] EWCA Civ 2253**, Underhill LJ, stated:

"there will be exceptional cases where there are factors connecting the employment to Great Britain, and British employment law, which pull sufficiently strongly in the opposite direction to overcome the territorial pull of the place of work and justify the conclusion that Parliament must have intended the employment to be governed by British employment legislation.

43. In this case during the relevant period (i.e. during the Claimant's employment with IPC) the Claimant worked outside Great Britain and in the US. Accordingly, the question is notwithstanding the fact that the Claimant's place of work was the US, are there factors which put the case into the category of exceptional cases where the employment relationship has much stronger connections with Great Britain and British employment law than any other system of law.

44. The only factors in this case that the Claimant can rely on are the fact he is a UK national and that prior to working for IPC in the US he worked for a period of time between 2008 to 2013 in Great Britain for the Respondent, a company that is part of the same group as IPC. However, in my judgment these factors fall far short of something which is capable of putting the case into an exceptional category. Since the Claimant worked in the US for a company incorporated in the US, resided throughout the entire period in the US, did work on behalf of his US employer for clients based in the US, was paid in US dollars and paid taxes in the US, it seems to me plain that the employment relationship has much stronger connections with US employment law than with British employment law.

45. It follows from the above that I am not satisfied Parliament can reasonably be taken to have intended that an employee in the Claimant's position should have the right to take his claim to an employment tribunal and I am accordingly not satisfied the disputes falls within the territorial scope of the ERA. It must therefore be struck out.

(iii) Time Limits

46. Given my conclusions above it is not strictly necessary to address the time issue, however I do so for the sake of completeness.

47. Since the Claimant was dismissed with effect from 30 September 2024 the primary time limit for bringing a complaint of unfair dismissal (and his other payment complaints) expired on 29 December 2024. However, he did not

contact ACAS until after 28 March 2025 and did not lodge his claim until 24 April 2025, with the result the claim was lodged nearly four months out of time.

48. In respect of a complaint of unfair dismissal (and the other payments complaints) the Tribunal has jurisdiction to extend time if satisfied it was not reasonably practicable for the complaint to have been presented within the primary time limit of 3 months and it has been presented within such further period as the Tribunal considers reasonable (s.111(2) ERA).

49. In this respect the test of "reasonably practicable" has been taken to mean, was it reasonably feasible for a claimant to have presented his claim in time?

50. Where a claimant pleads ignorance as to his or her rights, the tribunal must ask further questions: What were the opportunities for finding out about those rights? Were they taken? If not, why not? Was he or she misled or deceived? In this respect the correct test is not whether a claimant knew of his or her rights but whether he or she *ought to have known of them* (**Porter v Bandridge Ltd 1978 ICR 943, CA**).

51. In this case it appears that the Claimant failed to do any research into what complaints he could bring in a UK employment tribunal and how he should go about it and did not think to do so until he came back to the UK in March 2025. However, he had ready access to the internet and is an intelligent man and on the face of it there was nothing to stop him informing himself of his rights much earlier than he did.

52. The Claimant says he was unwell at the time and I accept that a debilitating illness may prevent a claimant from submitting a claim in time. However, mere stress — as opposed to illness or incapacity — is unlikely to be sufficient (**Asda Stores Ltd v Kauser EAT 0165/07**).

53. Here the Claimant says his stress at losing his job manifested itself in the form of panic attacks, and he refers in particular to acute panic attacks that he suffered in November 2024 and February 2025. However, the medical notes from February 2025 do not suggest he was suffering from a debilitating illness during the period September to December 2024, as opposed to stress. Moreover, there is evidence that he was carrying out some work on a self-employed contractor basis during this period, in particular towards the end of the primary time limit. In this respect I note an invoice in the bundle for work done on 23, 26, 27, 30 & 31 December 2024 and 2-10 January 2025 (and there are further invoices throughout the subsequent months).

54. I am therefore not satisfied that it was not reasonably practicable for the Claimant to have brought his complaints in time, and it follows the Tribunal does not have jurisdiction to hear them for this reason also.

Approved By:

Employment Judge S Moore
Date:
22 September 2026

Sent to the parties on:
31 October 2026

For the Tribunal: