EMPLOYMENT TRIBUNALS

Claimant: Mr U Maravia

Respondent: Xede Recruitment Limited

Heard at: Manchester (in private; remote by CVP) **On:** 11 June 2026

Before: Employment Judge Humble (sitting alone)

Representatives
For the claimant: In person
For the respondent: Mr Lister, director

RESERVED JUDGMENT ON PRELIMINARY HEARING

The Judgment of the Employment Tribunal is that:

1. The discrimination claim was presented out of time. It is not just and equitable to extend time.
2. In so far as the wrongful dismissal claim was pursued, it was out of time and it was reasonably practicable for it to have being presented within the statutory time limit.
3. The claims are dismissed.

REASONS

The Hearing and Preliminary Points

1. This preliminary hearing took place on 11th June. It was a three hour hearing, heard in public by CVP and was listed to determine whether the claims should be dismissed as being out of time. The claimant was self-represented and he gave evidence on his own behalf. The respondent was represented by Mr

Lister, a director of the respondent. There was an agreed bundle of documents which extended to 38 pages.

2. The claimant stated in his claim form, and subsequent correspondence, that he has the impairments of ASD, ADHD and PTSD. The tribunal explained the process that the hearing would take and informed the claimant that it would proceed at a slow pace, that he could request breaks wherever required, that the tribunal would seek to use simple and plain language, and he should ask if he required clarification on anything.

3. Having explained the purpose of the hearing, the tribunal went through the pleaded case with the claimant. The detriments and claims were pleaded as: (1) the termination of his employment by the respondent on 18 March 2025, which was identified as a section 13 and 15 claim; (2) a failure to make reasonable adjustments during the period of employment, specifically "*a failure to provide relevant information, including clear instructions and further support as needed*", which was identified as a section 20-21 claim; and the respondent providing an employment reference which was "*false and misleading*", which was identified as a section 13 and 15 claim. The claimant confirmed that these were his claims and, in terms of timing, said that the reference was provided by the respondent on or about 19 March 2026. When asked about the content of the reference by the tribunal, he said that there was no mention of disability or any connection to his impairments in the content of the reference, and said that he was relying the reference claim as a "breach of contract" rather than a discrimination claim. He also said that he was not intending to pursue a wrongful dismissal claim for notice pay.

4. At the start of the hearing, the claimant sought an order under rule 49 that his name be anonymised within these proceedings. This application followed a written application, dated 4 June 2026, made to the same effect. The tribunal took submissions upon the rule 49 application and then adjourned, both to consider that matter and to read the documents contained in the preliminary hearing bundle. The tribunal reconvened and gave an oral decision on the anonymisation, the content of which is contained in the Order dated 18 June 2026.

5. The tribunal then took evidence from the claimant on the timing point. His statement (at pages 3-7 of the hearing bundle) was headed "Disability Impact Statement" but it also dealt substantively with the timing point, and it was taken as evidence in chief in relation to that issue. The claimant then answered questions from the tribunal and was cross examined by Mr Lister, the respondent's representative. Submissions were taken from both parties and, because of the time constraints, judgment was reserved.

6. During the course of the evidence the claimant said that he was not sure of his dismissal date and suggested there was some ambiguity as to when his contract of employment terminated. He accepted that he last worked at Hopwood College, where he was assigned by the respondent, on 18 March 2025, and that he left to take up another post with a different College, which was not an assignment with the respondent. However, he did not accept that his engagement with the respondent necessarily terminated on that date. Mr Lister indicated that the claimant was not covered by any contract with the respondent after 18 March 2024 since he was not assigned to any work. In

any event, the respondent's case was that the claimant was never engaged under a contract of employment by them at all since he was employed by Quickstep Contracting Services Limited ("Quickstep") which was responsible for making payment to him. This was said to be reflected in terms of engagement which had been issued to the claimant. That document was not provided in the hearing bundle.

7. The claimant confirmed that he was not seeking to bring a claim against Quickstep, his case is that he was engaged by the respondent and was employed by them within the meaning of section 83(2) Equality Act 2010. He accepted that he was issued with some terms at the outset of his engagement by the respondent but he did not have a copy of the document. Mr Lister said that he could obtain a copy of the document and send it to the tribunal, but that presented some difficulties. Firstly, by that stage there were tight time constraints, with another hearing scheduled for that afternoon and, secondly, the claimant indicated that he would need time to read and consider the document before he could properly comment upon it and the tribunal was mindful of the impairments which he had described.

8. After some discussion, it was agreed that submissions would be taken in full on the timing point, but the respondent would be required to disclose the Terms of Engagement document and any submissions in relation to that document's relevance to the timing point, if any, would be taken in writing. Directions were given to that effect and these were reflected in the Order of 18 June 2026.

9. Regrettably, there have been some subsequent delays in this matter caused by the current workload within the tribunal system. The Order of 18 June 2026 was not sent to the parties until 28 July 2026. The respondent complied with that Order by submitting a document dated 4 August 2026 entitled, "Respondent's Written Submissions on the Relevance of the Terms of Engagement" to which there were attached four documents as appendices, including the Terms of Engagement document, and the respondent's submission bundle extended to 41 pages. The claimant also complied with the Order by providing a document dated 10 August 2026 entitled, "Claimant's Written Submissions on the relevance of the Terms of Engagement", which had five appendices and extended to 12 pages. Those submissions and documents were not, however, referred to the Judge until 24 September 2026.

10. In reaching this Judgment, the tribunal considered the evidence and submissions from the hearing of 11 June 2026, and the additional submissions and appendices provided by the parties on 4 and 10 August 2026.

The Issues

11. At the outset of the preliminary hearing, the tribunal explained the purpose of the hearing, which was contained in the order of 25 March 2026 and which stated as follows:

"Given the date the claim form was presented on the 13 September 2025 following the effective date of termination on the 18 March 2025, the

complaint of disability discrimination appears not to have been brought in time.

(1) Were the disability discrimination complaints made within the time limit in section 123 of the Equality Act 2010? The tribunal will decide:

1. Was the claim made to the tribunal within three months (allowing for any early conciliation extension) of the act to which the complaint relates? This does appear to apply.
2. If not, was there conduct extending over a period? This does not appear to apply.
3. If so, was the claim made to the tribunal within three months (allowing for any early conciliation extension) of the end of that period?
4. If not, were the claims made within such further period as the tribunal thinks is just and equitable? The tribunal will decide: (i) Why were the complaints not made to the tribunal in time? (ii) In any event, is it just and equitable in all the circumstances to extend time?"

12. There was mention in the order of 25 March 2026 of a wrongful dismissal claim, but the claimant confirmed at the hearing that he was not seeking to pursue any claim for notice pay.

The Law

13. Section 120(1)(a) of the Equality Act 2010 states that:

"*An employment tribunal has…jurisdiction to determine a complaint relating to a contravention of Part 5 (work)…*"

and at Section 123 (1):

"*Proceedings on a complaint within section 120 may not be brought after the end of-*

(a) the period of three months starting with the date of the act to which the complaint relates, or

(b) such other period as the employment tribunal thinks just and equitable."

14. In relation to the application of the just and equitable test, the tribunal had reference to Hawkins v Ball and Barclays Bank plc [1996] IRLR 258, EAT which confirms that the discretion is broader than that given to tribunals under the not reasonably practicable test; British Coal Corporation v Keeble [1997] IRLR 336, EAT; Robertson v Bexley Community Centre [2003] IRLR 434, CA; Adedeji v University Hospitals Birmingham NHS Foundation Trust [2021] ICR D5, CA; and Kumari v Greater Manchester Mental Health NHS Foundation Trust [2022] EAT 132.

Findings

The Employment Tribunal made the following findings on the balance of probabilities (the tribunal made findings of fact only on the matters which were material to the

issues to be determined at the preliminary hearing and not upon all the evidence placed before it):

Background

15. The claimant was engaged by Xede Recruitment Limited ("the respondent") from 20 January 2025. There is some ambiguity as to the contractual relationship between the claimant and the respondent. The respondent's position is that it never employed the claimant, but rather was a recruitment agency and its obligations to the claimant only went as far as seeking to obtain work assignments for him whilst he was registered with them. It says that the claimant was employed by Quickstep Contracting Solutions Limited ("Quickstep") at the material time. This appears to be supported by the contractual documentation provided to the tribunal (pages 5-40 of the respondent's submission bundle), and it was accepted that Quickstep was responsible for making payment of his salary to him. The claimant's position remains that he was employed by the respondent and, even if not directly employed, then the relationship with the respondent was sufficient to satisfy the wider definition of employment under section 82(2)(a) Equality Act 2010.

16. The respondent secured an assignment for the claimant as an English Lecturer at Hopwood College in Rochdale, working 21 hours a week. The claimant was issued with a fixed term employment contract by Quickstep, which appears to have been signed electronically on 30 January 2025. The role commenced on 20 January 2025 and the contract recorded that the "Anticipated End Date (subject to change)" was 31 January 2025.

17. Whilst working at Hopwood College, the claimant secured a different role with Lancaster and Morecambe College. This was with a different employer and the respondent did not have any involvement in securing that new role. As a consequence the claimant took the decision to terminate the Hopwood assignment and he informed management at Hopwood that we would be leaving the role on 18 March 2025. In evidence, the claimant could not recall the exact date that he was due to commence the Morecambe role but it was to be within a short time thereafter. The claimant confirmed that his last working day at Hopwood was Tuesday 18 March 2025.

18. On, or about, 19 March 2025 the claimant received information from Lancaster and Morecambe College to the effect that his job offer was withdrawn and they would not be proceeding with the appointment since the respondent had retracted an earlier reference and stated words to the effect that the claimant was under investigation by the Police for alleged inappropriate behaviour and must not work in any role in education. The respondent's case was that the claimant was arrested by the Police and escorted from the Hopwood College premises, although the basis of the allegation is unspecified. There was also a safeguarding referral made by the respondent to an external body on 18 March 2025 (page 8 of the claimant's submissions bundle), but the document was heavily redacted and contained little information other than identifying the claimant, the date of referral, his length of service and his "employer" which was identified as the respondent. For the record, the claimant strenuously denies inappropriate behaviour of any

kind and he explained to the tribunal that he was pursuing complaints against the Police in relation to their handling of the matter.

19. It appears that the claimant remained on Quckstep's books for a further period after 18 March 2025. On 17 April, Quickstep sent a letter to the claimant which stated, "We are writing to give you 1 week notice to terminate your contract of employment. Your contract will end on 1 May 2025, after which time we will send you P45". A P45 was later sent to the claimant which, somewhat confusingly, gave a leaving date of 28 March 2025.

Timing of Claim

20. The main part of the claimant's evidence at the hearing, and his principal arguments, were related to the delay in submitting the claim form. He said that his ASD and ADHD affected his ability "to process uncertainty, organise information, and take prompt action under pressure." He further said, "When I received incomplete or conflicting information, I became overwhelmed and found it difficult to work out the correct next step. I needed clearer communication and more time than I would otherwise have needed to understand the position, seek advice, and prepare an ET claim". He also gave evidence that he was diagnosed with PTSD in August 2025, which was supported by a letter from a clinical psychologist (page 20 of the PH bundle).

21. The claimant also said, in evidence and submissions, that he was seeking to resolve matters with the respondent "without litigation" and explained the steps that he had taken to obtain information and documentation between 11 April and 15 July 2025, including making a subject access request. He said that, by 15 July 2025, he had concluded that the "the respondent was not engaging properly with my concerns" and it was only from that date "that I began to understand that I would need to proceed through ACAS in earnest." He notified ACAS on 15 July, and the certificate was issued on 26 August 2026. The claim form was issued on 13 September 2025.

22. It was significant that, while there was a letter from a clinical psychologist confirming the PTSD, there was no specific medical evidence to support the claimant's evidence that he was unable, or so substantially impaired, during the relevant period such that it affected the timing of his notification to ACAS and the subsequent claim. The claimant is an educated person who, during the period from 11 April onwards, was actively engaged in correspondence with the respondent seeking, among other things, disclosure of documentation. In cross examination, when asked whether it would have been possible to have filed a claim immediately, he replied, "Yes, theoretically." When asked why he did not contact ACAS until July, he replied, "I was hoping, if the respondent engaged reasonably, it could have been resolved without ACAS."

23. During the course of his evidence the claimant suggested that there was ambiguity in relation to the termination date of his employment, which is repeated in his submissions of 10 August. The difficulty for the claimant is that this does not accord with his pleaded case. The termination date in the claim form is identified as 18 March 2025, and his particulars of claim states, "I was employed by [the respondent] as an English Lecturer from 20 January 2025 to 18 March 2025"; "[the respondent] ceased all contact with me in March 2025;

"the respondent continued to monitor my DBS status until June 2025 despite terminating my employment in March 2025." The particulars of claim ends with, "I request the tribunal to consider accepting my claim outside the standard limitation period (if necessary) on just and equitable grounds."

24. There is evidence before the tribunal which suggests a dismissal by Quickstep and a termination date of 1 May 2025, however, the claimant has not brought a claim against Quickstep or sought to add them as a respondent to the proceedings. The claimant confirmed in his evidence that his last day working with the respondent was on 18 March 2025, which was his last day at Hopwood College, and that he was intending to take up a new role with a different College, which was not connected to the respondent, within a few days thereafter. The relevant date for the purposes of our assessment is therefore 18 March 2025. The ACAS notification was made outside the relevant limitation date and therefore does not "stop the clock", and the claim form was not issued until 13 September, which was 12 weeks and 4 days outside the statutory time limit.

25. The tribunal had reference to the case of Kumari v Greater Manchester Mental Health NHS Foundation Trust [2022] EAT 132 which held that a tribunal may take account of its assessment of the merits of a discrimination claim when assessing whether to extend time on just and equitable grounds. The tribunal is mindful that it has not heard the full evidence in the case and it has not sought to run a 'mini-trial' on contested evidence. It can however form a prima facie view on the merits of the case based upon the claimant's pleaded case. Having, done so the following concerns arise:

    1) The reasonable adjustments claim is not sufficiently particularised to disclose any basis for a claim. An assertion that the respondent did not provide "*clear instructions and further support as needed*" and that "*communication was unclear and at times completely absent*" does not provide sufficient facts from which a reasonable adjustment claim can be discerned. The basic elements of a reasonable adjustment require: a provision, criteria or practice; a substantial disadvantage; and an indication of the steps which should have been taken to alleviate that alleged disadvantage. The claimant has not pleaded any facts from which any of those essential elements can be identified. Any new facts, upon which such a claim might be grounded, would require an amendment application, which would now be substantially out of time.

    2) In relation to the termination date, on his own evidence, the claimant left his employment on 18 March 2025 with the intention of taking on a new role. It was not explained at any point in evidence, or in submissions, how that decision was said in anyway to be related to his impairments, nor can that connection be discerned from the pleaded case.

    3) In relation to the reference, the claimant accepts that there was nothing contained in the reference which related to his impairments. He also said, in response to questions from the tribunal, that he was not pursuing that alleged detriment as a discrimination claim but asserted that it was a "breach of contract" claim. The tribunal does not hold the claimant to that response as a withdrawal of this part of his discrimination claim since full account needs to be taken of the fact that the claimant has

impairments and was under the stress and pressure of dealing with the tribunal hearing. It does, however, give some insight into the insubstantial basis upon which the claim is brought. The reference referred only to alleged safeguarding concerns, which the respondent said it was duty bound to provide to a prospective new employer. It is not explained by the claimant, and there is no pleaded factual basis upon which to infer, that the giving of that information bore any connection to his impairments.

26. If the claim were to proceed, there would be additional preliminary issues to be determined, including whether the claimant's relationship with the respondent met the definition of an employer within the meaning of section 83(2) Equality Act 2010; whether the claimant was disabled, and if so whether the respondent had any knowledge of the respondent's disability, which it denies. These, prima facie, appear to be arguable points but nevertheless they present additional hurdles which the claimant would be required to overcome. The main difficulties, however, are those identified at 1) to 3) above, which in the tribunal view mean that, if the claims did proceed, there is a real prospect that it would be struck out in any event as having no reasonable prospect of success.

27. The prima facie lack of merit in the case is only one factor to take into account. The tribunal reminded itself that there is no presumption on extending time and the burden rests on the claimant, Robertson v Bexley Community Centre [2003] IRLR 434, CA. The principles outlined in in Adedeji v University Hospitals Birmingham NHS Foundation Trust [2021] ICR D5, CA were applied. The claimant's pleaded case was that the detriments in the case, including the termination date and the alleged adverse reference, arose on or before 18 March and that accorded with the evidence he gave to the tribunal. There was no specific medical evidence to support the contention that the claimant was incapacitated to the extent that he was unable to, or substantially impaired from, presenting a claim within the relevant time limit. He was, during the period from 11 April onwards, actively engaged in communicating with the respondent in relation to the disputed matters. The length of the delay in presenting the claim, nearly three months, was significant and the reasons for it were unconvincing. Some prejudice will undoubtedly be caused to the respondent by the delay. Having considered all relevant matters, including the prospective merits of the claims, the claimant failed to satisfy the tribunal that it would be just and equitable to extend time.

28. For completeness, in relation to the wrongful dismissal claim, the claimant indicated at the preliminary hearing that this was not being pursued. It was not entirely clear whether this was a formal withdrawal of the claim and so, for completeness, the tribunal find that the wrongful dismissal claim is also out of time and, for the same reasons outlined in the relation to the discrimination claim, it was reasonably practicable for the claim to have presented within the statutory time limit.

29. The claims are dismissed.

Employment Judge Humble

4th October 2026

ORDER SENT TO THE PARTIES ON

4 November 2026

FOR THE TRIBUNAL OFFICE

(1) Any person who without reasonable excuse fails to comply with an Order to which section 7(4) of the Employment Tribunals Act 1996 applies shall be liable on summary conviction to a fine of £1,000.00.

(2) Under rule 6, if this Order is not complied with, the Tribunal may take such action as it considers just which may include (a) waiving or varying the requirement; (b) striking out the claim or the response, in whole or in part, in accordance with rule 37; (c) barring or restricting a party's participation in the proceedings; and/or (d) awarding costs in accordance with rules 74-84.

(3) You may apply under rule 29 for this Order to be varied, suspended or set aside.