



EMPLOYMENT TRIBUNALS

Claimant

Respondent

v

M Tompkins

Centaur Travel Retail
Europe Ltd

Heard at: Reading

On: 9 December 2019

Before: Employment Judge Milner-Moore

Appearances

For the Claimant: in person

For the Respondent: Mr T Hussain (Consultant)

RESERVED JUDGMENT

1. The claim of unfair dismissal fails and is dismissed. The claimant has insufficient continuous service to bring a claim of unfair dismissal.
2. The application for leave to amend to add complaints of race and disability discrimination is refused.
3. The claim of unlawful deduction from wages fails and is dismissed.

REASONS

1. This hearing was listed to consider claims of unfair dismissal and unlawful deduction from wages. The following issues arose for determination:
 - a. Does the claimant have two years' continuous service with the respondent such that she is able to bring an unfair dismissal claim, (section 108 Employment Rights Act 1996 ("ERA"))?
 - b. It is admitted that the claimant was dismissed.
 - c. Was there a potentially fair reason for dismissal within the meaning of section 98 of the ERA?
 - i. The claimant says that she was dismissed after refusing to sign a new contract whilst off sick with stress,
 - ii. The respondent contends that the potentially fair reason for dismissal was Some Other Substantial Reason ("SOSR") on

the basis that the claimant had made false allegations about the respondent and that this had led to a breakdown in trust and confidence.

- d. If so, applying the test set out at section 98(4) ERA, did the respondent act reasonably in treating this as a sufficient reason for dismissal?
 - e. If the dismissal is found to be unfair should the compensation awarded to the claimant be reduced:
 - i. In the event that it is found that the claimant contributed to the dismissal by blameworthy conduct, to reflect the degree of contributory conduct and, if so, to what extent?
 - ii. To reflect the likelihood that the claimant would, at some future point, have been fairly dismissed?
 - f. Has the claimant been paid less than the wages properly payable to her? If so, by how much?
 - i. The claimant says that she was not paid for 4 meetings attended in London and that she worked an extra 1 hr per day, 7 days a week, over the course of a year for which she was not paid.
2. The claim was listed for a one day hearing. I received a bundle of documents of 267 pages to which additional material was added. I heard evidence from two witnesses for the respondent: Mrs Y Maharaja (a director of the respondent company) and Mrs Y Jayawardena (Ms Maharaja's mother). I also heard evidence from the claimant, from Ms S Tompkins (her mother), Ms F Tompkins (her sister) and Mr T Hussain (her partner). The claimant had not produced a witness statement and so her ET1 and schedule of loss were treated as her witness evidence.
 3. At a number of points during the hearing the claimant became tearful and breaks were given in order to allow her time to collect herself.
 4. Two preliminary issues arose.

Issue regarding incorrect Early Conciliation (EC) number

5. The claimant's employment terminated on or around 16 September 2018. The claimant contacted ACAS on 18 September 2018 and a conciliation certificate was issued on 18 October 2018. An ET1 claim was filed on 16 November 2018 but the claim form omitted the last two digits on the EC certificate. The ET3 was filed on 21 March 2018. It noted that the the claimant had failed to set out a correct EC number in her ET1 and contended that the claim should not have been accepted.
6. Under the Tribunal's procedure rules a form ET1 must set out an EC number. The claim should have been rejected by the Tribunal's administration under rule 10(1)(c) of the Tribunal's rules of procedures due to the lack of either a complete EC number or confirmation that the early conciliation procedures did not apply. Alternatively, it should have been

rejected under rule 12(1)(c) of the Tribunal's rules of procedures, which provide that, where the EC procedures apply and the ET1 does not contain an EC number, a claim form must be rejected by an employment judge. Provision of an incorrect or incomplete number does not suffice. This is not a matter of discretion and the obligation to reject a claim which contains no EC number continues to apply even if the claim has been accepted incorrectly. On that basis, I was obliged to reject the claim.

7. Once a claim has been rejected it is open to a claimant to apply for reconsideration under rule 13(1) on the basis that the notified defect can be rectified. If reconsideration is granted the claim form is treated as having been presented on the date when the defect was rectified. Had this point been picked up when the claim was filed the claimant could have either made an application for reconsideration or could simply have filed a new ET1 within the statutory time limit. However, the point was first raised when the ET3 was filed and was not then pursued by the respondent or dealt with by the Tribunal and so if the application to reconsider were granted the claim would be presented outside the statutory time limit.
8. The claimant made an application for reconsideration and explained that she had no legal representation at the time of submitting her ET1, although she had received some help from the CAB. She had also been unwell and depressed at the time that she submitted her claim. I treated the defect as capable of being rectified on the basis that the bundle contains the ACAS EC letter confirming the correct EC number. I decided that it would be consistent with the overriding objective (in particular putting parties on an equal footing, proportionality and seeking flexibility) to allow the application for reconsideration and I also decided to allow the resubmission of the claim outside the statutory time limit. I considered that, in light of the facts set out above, it was not reasonably practicable for the claimant to comply with the time limit and that the claim, as allowed in post reconsideration, was filed within such further period as was reasonable. The claimant had complied with the EC process and contacted ACAS promptly to engage in conciliation. She also filed her ET1 in time. Whilst she failed to enter the correct details on her ET1 form I bore in mind that she was a litigant in person and is unlikely to have appreciated the importance of including the full EC number. Whilst the point was flagged by the respondent in the ET3, the interrelation of the EC processes and the ET's procedure rules are not straight forward for a litigant in person to follow. The claimant's evidence was that she did not understand that her failing would operate as a bar to the claim proceeding and I consider that this was not an unreasonable misunderstanding given that the claim had been accepted by the Tribunal and that the issue had not been pursued further by the respondent. No disadvantage has been caused to the respondent as a result of any failing to include the EC reference.

Application to amend

9. The claimant indicated that she wished to add complaints of race and disability discrimination. The proposed amendments were not set out in writing but the claimant explained that she wanted to add a complaint that

on an unspecified date Ms Maharaja had said that English people do not work as hard as Sri Lankan people. The claimant was initially unable to explain what she considered to amount to disability discrimination. After being given some time she explained that her complaint was that Ms Maharaja had caused her anxiety to worsen by the way in which she treated her, including contacting her out of hours, and that reasonable adjustments should have been made. Asked to explain the delay in making the application to amend she relied on the fact that she had received limited assistance with her claim from the CAB and that her health had been poor. The respondent, unsurprisingly, opposed the application to amend, pointing out that any claims of discrimination were being submitted outside the statutory time limit and that had the claimant genuinely believed she was being subjected to discrimination she would have ticked the boxes indicating as much at section 8.1 of the ET1.

10. Having considered the guidance in the case of **Selkent** and the Presidential guidance on case management, I decided to refuse the application to amend on the grounds that it would not be in the interest of justice to allow it. The amendments proposed were substantial, involving the addition of new causes of action which, particularly in the case of the disability discrimination complaint, would substantially broaden the legal and factual issues. The new claims were made considerably out of time and at the eleventh hour in the proceedings. Were the disability discrimination amendment to be allowed the hearing would have had to be adjourned so that medical evidence could be obtained to establish whether the claimant was a disabled person. Prejudice would be caused to the respondent if the amendments were allowed, either by requiring the respondent to meet new allegations that it had not prepared to address, or by necessitating postponing the hearing with the attendant delay and additional cost. Whilst the claimant would be prejudiced by not being permitted to advance these claims, I considered that the claimant was at fault in not including these matters in the original claim form or making an application to amend at an earlier stage. The claimant had understood her rights sufficiently to complete the ET1, which specifically asks parties to identify if they consider that they have been discriminated against. Whilst she may have been unwell at points, she has produced no detailed medical evidence to suggest that illness explains her omission to include these points in the ET1 or to make an earlier application to amend.

Facts

11. After careful consideration of the evidence that I received I made the following factual findings.
12. The respondent is a small company which imports and sells electronic and other devices for travellers. Ms Maharajah was the sales and marketing director, having been appointed to that position with effect from 1 October 2016. Ms Maharajah's sister, Ms A Jayawardena, was also a director of the company. The respondent sells its products to retailers and also engages in direct selling to the public via ebay and amazon.

13. In or around April 2016, the claimant began to work for for the Maharaja family initially as a cleaner. She also provided cleaning services to Mrs Y Jayawardena, Ms Maharajah's mother and a couple of other clients. Before she began working for the Respondent the claimant was working about 16 hours a week for Ms Maharajah's family, performing a mixture of cleaning/domestic duties and childcare. The claimant was also at this time working as a dental assistant at a Dental Practice but she was not happy in her work there. Texts sent by the claimant in August 2016 record that she was stressed by events at the Dental Practice and that she had resigned.
14. Ms Maharajah's and Mrs Jayawardena's evidence, which I accepted, was that they felt sorry for the claimant and decided to give her some additional work to help make up the loss of earnings that followed her resignation from the dental practice. It was not disputed that, during September 2106, Ms Maharajah and the claimant discussed the possibility of her working for the respondent and that she later did so. There is however a dispute about when her employment with the respondent began. The claimant maintained that her employment began in September 2016; she was not precise about the date on which it began but considered that it would have been at some point before 16 September 2016. The claimant says that she therefore has the requisite continuous service to bring a complaint of unfair dismissal. She maintains that she carried out work, which was for the respondent's business, at some point during September (sorting out stock which was stored at Ms Maharajah's home). She points to the fact that the respondent established a Centaur email address for her on 22 September 2016 and that she received a payment of £900 in September.
15. The respondent says that the claimant's employment began on 3 October 2016 and that any work that she performed before that date was work that she performed for Ms Maharajah and her husband in her capacity as a cleaner and domestic helper and not as an employee for the respondent.
16. The claimant's contract of employment with the respondent is dated 3 October 2016 and was signed by the claimant on that date. It states explicitly that the claimant's employment commenced on 3 October 2016 and that she would earn £1000 (gross) per month. The contract did not specify the claimant's job title but said that she would "*perform the duties and exercise of powers which from time to time are assigned to you....*" The claimant was employed for two days a week (Monday and Thursday) working from 8.30 and to 5.30 pm but the contract specified that she would "*be on call and should be prepared for long hours as and when necessary*".
17. The respondent has produced bank statements for the account from which employee salaries were paid. Those statements cover the months of September and October. No salary payment was made to the Claimant from the respondent's account during September. The first such payment was made on 28 October 2018. A bank transfer was made to the claimant in the sum of £960.64 and described as "October Salary". £960.64 is the net monthly amount for the claimant's salary (before any addition of commission). A payslip showing the respondent as the claimant's employer has been produced for this amount.

18. The claimant was employed in order to assist Ms Maharajah with administrative matters. Ms Maharajah 's employment with the respondent began on 1 October 2016, as evidenced by her contract. An email was set out to the respondent's workforce introducing the claimant and states that the claimant is employed as a personal and administrative assistant with effect from 3 October 2016. The claimant was copied in to this email. Emails to the Company's accountants enclose a starter form completed by the Claimant which gives her start date as 1 October 2016. A P45 produced in respect of her employment at the dental surgery shows that she continued to be employed there until 25 September 2016.
19. The Claimant places reliance on the fact that a payment was made to her on 4 October 2018 in the sum of £900. Text messages back and forth between the Claimant and Ms Maharajah show the two discussing how much the Claimant should be paid during September. The claimant says that she will work out the hours and later says that she calculates the hours, less time spent cleaning for Ms Maharajah's mother, at £896 including petrol. Ms Maharajah subsequently paid her £900. No payslip was produced for this payment.
20. The claimant administered the digital sales of products sold by the Respondent over eBay and amazon and she received some commission payments on these. She was responsible for overseeing stock inventory and dispatching products. Although the claimant was employed by the respondent it was clear from the documents that her role was in part to carry out activities relating to the respondent's business and in part to act as a general assistant to Ms Maharajah. There is evidence of the claimant carrying out administrative tasks for Ms Maharajah and her husband (arranging MOT's for the family's car and the return of internet shopping) arranging for maintenance of Ms Maharajah's home (obtaining quotes from tradesmen), carrying out tasks for the benefit of Ms Maharajah's children (wrapping presents and contacting schools), liaising with agents regarding the management of rental properties owned by Ms Maharajah and her husband, as well as carrying out work for the benefit of the respondent's business. No complaint was raised by the claimant about these responsibilities and, for much of the period of her employment, the relationship between the claimant and Ms Maharajah appears to have been a very positive one given the terms in which they texted one another.
21. The claimant also engaged in what the respondent has described as "physical sales" i.e. she sold the company's products at sales fairs etc. However, this did not form part of the work for which she was employed. She was paid for this work by receiving a separate commission for such transactions. The claimant was not required to do this as part of her employment but did so voluntarily. The respondent did not regard the claimant's employed role as being to conduct physical sales of its products. Ms Maharajah became frustrated on occasions when the claimant appeared to be pursuing physical sales during her ordinary working hours and to the detriment of the duties for which she had been employed.
22. A large number of messages and emails have been produced which were sent to or from the claimant to or from Ms Maharajah and others connected

with her work. The claimant places reliance on these as evidencing the fact that she worked outside her contracted hours. There is some limited evidence of the claimant sending emails outside the working hours set out in her contract. However, there is no evidence in the emails of the claimant being required to work outside her contracted hours by the respondent. Ms Maharajah did on occasions email the claimant outside her working hours with lists of tasks to be undertaken. However, the heading of the emails makes it clear that her expectation is that these things will be done when the claimant is next at work.

23. Although the working relationship had initially been a positive one, the claimant became dissatisfied with her treatment by the respondent. She regarded Ms Maharajah as a micro manager. She also became dissatisfied when it became clear that a deal which she had been involved in attempting to negotiate with WHSmiths, for it to sell the respondent's products, did not produce the expected results. The claimant's case was that she had expected to earn 5% commission on this deal but that the respondent had reneged on this. Ms Maharajah's evidence, which I accepted, was that the deal never completed so that no commission was due.
24. In early June, Ms Maharajah and the claimant had a number of discussions about the claimant's role, in part because Ms Maharajah considered that the claimant was pursuing physical sales to the detriment of her day job. As a result the respondent issued the claimant with a new contract which sought to detail her responsibilities more clearly. The claimant then began a period of sick leave on 15 June 2018, having been signed off due to stress at work. The claimant was signed off for two weeks until 29 June 2018. She had no entitlement to contractual sick pay but the respondent paid her in full for the period of absence. The claimant did not return to work on the expiry of her sick note or contact the respondent. The respondent wrote stating that if it heard nothing from the claimant by 12 July steps would be taken to terminate her employment. It subsequently transpired that the claimant's mother had emailed a further sick certificate covering the period after 29 June 2018 but that she had mistyped the email address so it had not been received. The claimant's mother asked that the respondent not contact the claimant but deal with her. There were then exchanges of emails between Ms Maharajah and the claimant's mother. On 13 July 2018 she sent a lengthy email setting out a number of matters of complaint on the claimant's part. Ms Maharajah replied to say that she considered that there had been an irretrievable breakdown in trust and confidence, given the matters set out in that email and the suggestion that she could not contact the claimant directly, and she gave one months' notice to terminate the contract. The claimant appealed against that decision and submitted a grievance. The respondent attempted to arrange a grievance meeting but the claimant was too unwell to attend one and so sent a grievance in writing. The respondent disputed the matters raised in that grievance and provided a reply in writing.

Relevant Law

25. In order to bring a complaint of unfair dismissal an employee must have two years' continuous service (s108 ERA). Continuous service is defined at section 211 ERA which states:

"An employee's period of continuous employment for the purposes of any provision of this Act –

- (A) Begins with the day on which the employee started work, and*
- (B) Ends with the day by reference to which the length of the employee's continuous employment is to be ascertained for the purposes of the provision".*

26. "Started work" means here means started work under the contract of employment in question. A contract of employment is formed following the making of an offer of employment, in circumstances in which it was intended by that offer to create legal relations, where the offer is made in terms which are sufficiently clear and certain, and where the offer made is accepted by the prospective employee. The contract need not be in writing. It may be formed by oral exchanges. Where there is a written contract it may be contended that the contract does not reflect the true agreement that was actually reached between the parties. In assessing such arguments Tribunal's need to have regard to the inequality of bargaining power that exists in many employer/employee relationships and be prepared to look at the surrounding circumstances to determine what the true agreement was. That approach may be applied equally to questions of determination of the true identity of the employer. In assessing what the true agreement between the parties was, the parties' subjective intentions are not relevant.

27. Section 13 ERA states that

"(1) An employer shall not make a deduction from wages of a worker employed by him unless-

- (A) The deduction is required or authorised be made by virtue of a statutory provision or a relevant provision of the worker's contract, or*
- (B) The worker has previously signified in writing his agreement or his consent to the making of a deduction.*

(3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion".

28. When determining what wages are "properly payable" the question is whether there is a legal entitlement to the payment of the wages being claimed.

29. In dealing with the cases before me, I must apply the Employment Tribunal's 2013 Rules of Procedure and, in particular, the overriding objective which is *"to deal with cases fairly and justly"*. *"Dealing with cases fairly and justly includes: so far as practicable:*

- a. *Ensuring that the parties are on an equal footing;*
 - b. *Dealing with cases in ways which are proportionate to the complexity and importance of the issues;*
 - c. *Avoiding unnecessary formality and seeking flexibility in the proceedings;*
 - d. *Avoiding delay so far as compatible with proper consideration of the issues; and*
 - e. *Saving expense”*
30. Rule 12 of the Tribunal’s procedure rules provides “*the staff of the Tribunal office shall refer a claim to an Employment Judge if they consider that the claim or part of it may be:*
- (1)(b) in a form which cannot sensibly be responded to or which is otherwise an abuse of process*
 - (e) one which instituted relevant proceedings and the name of the claimant on the claim form is not the same as the name of the prospective claimant*
 - (2) the claim or part of it shall be rejected if the Judge considers that the claim or part of it is of a kind described in sub paragraphs (a), (b)(c)(d) of paragraph 1*
 - (2A) the claim or part of it shall be rejected if the Judge considers that the claim or part of it is of a kind described in sub paragraphs (e) or (f) of paragraph 1 unless the judge considers that the claimant made a minor error in relation to a name or address and it would not be in the interests of justice to reject the claim.*
 - (3) If the claim is rejected, the form shall be returned to the claimant together with a notice of rejection giving the judge’s reasons for rejecting the claim or part of it. The notice shall contain information about how to apply for a reconsideration of the rejection”.*

Does the claimant have two years’ continuous service with the respondent such that she is able to bring an unfair dismissal claim, section 108 Employment Rights Act 1996 (“ERA”)?

31. I have concluded that the claimant does not have sufficient continuous service to bring a complaint of unfair dismissal. The claimant’s contract of employment with the respondent began on 3 October 2016 so that she had less than two years’ continuous service when it ended on 16 September 2018. 3 October 2016 is the commencement of employment date specified in the contract of employment which the claimant signed. Whilst I recognise that it is sometimes the case that employers, relying on their greater bargaining power, may draft contracts which do not reflect the true agreement reached between the parties. I do not consider that is what has occurred in this case. The 3 October start date is consistent with the other contemporaneous documentary evidence: the emails sent which make explicit reference to the claimant’s start date, the fact that the claimant first began receiving pay from the respondent’s account in October and that the first pay slip she received was explicitly stated to relate to October.
32. I have had regard to the matters relied on by the claimant in arguing that her employment began at some earlier date in September. I accept that the Ms Maharajah and the claimant had discussions during September about

the claimant's starting work for the respondent and that Ms Maharajah took some steps to put arrangements in place in readiness for this. The claimant was working in Ms Maharajah home at that time. I consider it likely that she may have performed some tasks connected with the respondent's business during September. It is evident that this was a small family business and that there may have been some blurring of boundaries in terms of what were tasks for the business and what were tasks to assist Ms Maharajah with her life generally. However, the question is in what capacity did the claimant perform these tasks during September, was it as part of her existing domestic duties for the Maharajah family or was it because a contract of employment with the respondent was already by this time in place. I have concluded that the claimant was performing these tasks as part of her existing domestic work for the Maharajah family. I consider that it is significant that the claimant is unable to point to a specific date in September on which it was said to have been agreed that she would begin work for the respondent. It is also significant that payment for work conducted before 3 October was made by Ms Maharajah and not from the respondent's business account and that the payment made by them for September was for a different amount than the regular salary payments subsequently made by the respondent. I consider that these matters indicate that during September 2016, the claimant continued to work for the Maharajah family and that she was not employed by the respondent at that time.

Has the claimant been paid less than the wages properly payable to her?

33. The claimant has not shown that she has been paid less than the wages properly payable to her. The claimant has not been able to point to any specific sum to which she was legally entitled which was not paid to her by the respondent. She relies on the fact that she performed tasks outside her working hours and considers that she should have been paid for this at her usual hourly rate and she estimates that such additional work took about an hour a week over the course of a year. She also complains about the failure to pay for her attendance at some meetings with WH Smith, some of which occurred outside her working hours.
34. Whilst the evidence indicates that there were occasions when the claimant sent emails outside her contracted hours and I therefore consider that the claimant did, on occasion, do some work outside her contracted hours. I do not consider that the respondent required this of her. Nor do I consider that there was any express agreement that any work outside her contracted hours would attract additional pay, such that she was legally entitled to be paid for this additional work. On the contrary, her contract makes clear that from time to time she may be required to do "long hours as and when necessary" and the contract makes no provision for overtime pay. I do not consider, in light of the way that matters are put in the contract, that it is possible to imply a term to the effect that the claimant should be paid for work conducted outside her contracted hours at her usual hourly rate. Accordingly, I do not consider that the claimant has shown that she has been paid less than the wages properly payable to her in respect of hours worked over and above her normal contractual hours.

35. The claimant has not advanced any specific claim that she was underpaid commission in relation to products which she had sold directly. She does say that the respondent reneged on an agreement to pay her 5% of commission on products sold in the event that WH Smith undertook to sell the respondent's products. However, the respondent's evidence, which the claimant has not controverted, was that the deal with WHSmith was never concluded and so no commission ever became due.

Matters occurring after the hearing

Evidence submitted after the hearing

36. After the hearing the claimant wrote to the Tribunal enclosing some diaries for 2017 and 2018. It appears that she considers these to evidence the fact that she had conducted work outside her contracted hours. In the event that the claimant considered this material relevant, the onus was on her to disclose the material to the respondent in advance of the hearing so that the respondent could address it. She failed to do so and has provided no adequate explanation for this failure. I have had regard to the Tribunal's overriding objective in considering whether to admit this evidence but have decided that it would not be in accordance with the overriding objective to do so. Were the evidence now to be admitted, then in order to secure fairness, the respondent would need to be provided with an opportunity to be heard about the evidence, which would mean either reconvening the hearing or allowing an opportunity for the respondent to make submissions in writing. Either approach would increase costs, delay the outcome and require additional Tribunal time. To the extent that the claimant is caused disadvantage as a result of this evidence being disregarded, this flows from her failure to comply with her disclosure obligations in the first place. However, given my conclusion that the claimant has failed to establish that she had any legal entitlement to be paid for additional hours worked over and above her specified hours, I do not consider that the diaries would, in fact, be of particular relevance or would assist the claimant to advance her claim of unlawful deduction from wages.

New claim submitted after the hearing

37. On 17 December 2019, the claimant filed another ET1 (case number 3327670/2019) alleging disability discrimination arising out of her employment with the respondent and stating that she had been given excessive work, had not been supported to carry out her work and had been required to engage in unspecified illegal activities all of which worsened her anxiety and caused her to be signed off with stress as a result of which she was dismissed. She has asked that the claim be "added to" her existing claim. The claim form lists Ms Maharajah as the respondent but the ACAS conciliation certificate lists Centaur Travel Retail Europe Ltd as the respondent. The claim form states that the claimant failed to include these matters in her first claim form because she was unrepresented and unwell.
38. I have given directions that this second claim should be rejected pursuant to rule 12(1)(b) and 12(1)(e) of the Tribunal's procedure rules. This is on the basis that I consider it an abuse of process for the claimant to bring a

further claim in relation to these matters on the basis that a cause of action estoppel applies. The question of whether the claimant could bring a complaint of disability discrimination arising from her employment with the respondent is a matter that was decided when her application for leave to amend to add such a claim was refused. The claim of disability discrimination being advanced in the new claim is substantially the same as that sought to be advanced at the hearing.

39. To the extent that it could be said that the claim is different because it is being brought against Ms Maharajah rather than the current respondent, then an issue arises as to the disparity between the EC conciliation certificate and the claim form. If the claimant has taken a deliberate decision to list Ms Maharajah as the respondent in the hope that a claim against Ms Maharajah would not be debarred by the earlier refusal of leave to amend, then it seems to me that this is not a minor error of the sort contemplated by rule 12(2A) and that the claim should therefore be rejected under rule 12(e) due to the disparity between the name on the conciliation certificate and the name on the ET1.

Employment Judge Milner-Moore

Date: 3 March 2020.....

Sent to the parties on: ..06/03/2020

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For the Tribunal Office

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