



EMPLOYMENT TRIBUNALS

Claimant

Mr D Foster

v

Respondent

The Carphone Warehouse Ltd

JUDGMENT

1. The judgment made at the preliminary hearing of 10 July 2020 in relation to the claimant's complaint of breach of contract in respect of notice pay is varied and substituted with the judgment set out in paragraph 1.2 below (for the avoidance of doubt, no change is made to the judgment made in relation to the claimant's age/race discrimination complaints). The revised judgment in full is therefore as follows:

1.1. The claimant's complaints of age/race discrimination were presented out of time. However, it was just and equitable to extend time. The tribunal therefore has jurisdiction to hear these complaints and they will proceed to be heard at the final hearing.

1.2. The claimant's complaint of breach of contract in respect of notice pay was presented out of time. However, it was not reasonably practicable to have presented this complaint in time and it was presented within such further period as was reasonable. The tribunal therefore has jurisdiction to hear this complaint and it will proceed to be heard at the final hearing.

2. The reasons for my decision to vary the judgment on reconsideration are those set out in my order sent to the parties on 28 July 2020. I have also taken into account the fact that, in response to the questions I asked of the parties in that order, there was no response from the claimant; and the respondent, in its letter of 19 August 2020, stated that it did not contest the possibility that a reconsideration might vary or revoke the decision already made; it was content for a reconsideration to be done on the papers, negating the need for a further video hearing; and that it did not intend to submit further written submissions in relation to any reconsideration. The reconsideration was done on the papers.

3. The issues of the breach of contract in respect of notice pay complaint are set out sufficiently clearly at paragraph 5 of my note of the 10 July 2020 preliminary hearing and require no further clarification.

ORDER

4. In its letter of 19 August 2020, the respondent sought an unless order on the basis that the claimant had not complied with the orders made at the hearing on 10

July 2020 to provide further and better particulars of the issue at 10.3.1 and to provide a statement of remedy/schedule of loss, both of which should have been complied with by 24 July 2020 (they are set out at orders 1.1 and 2 in my note of the 10 July 2020 preliminary hearing). If the claimant has not yet complied with those orders, **he must within seven days of the date of this order do so and explain to the tribunal in writing why he has failed to comply with the order by 24 July 2020.** Whilst I have not made an unless order at this stage, the claimant should be in no doubt that, if he does not comply with this order, an unless order or strike out of his claim is likely to be made/ordered.

4 September 2020

Employment Judge Baty

Sent to the parties on:

07/09/2020.

For the Tribunal: