



EMPLOYMENT TRIBUNALS

Claimant: Mr D Baterica

Respondent: Syft Online Limited

JUDGMENT

The complaint of breach of contract is dismissed as the tribunal does not have jurisdiction to hear it.

REASONS

The claimant is an agency worker with the respondent company. He told the tribunal he was a zero hours' worker. His claim to the tribunal concerns furlough pay he says the respondent promised to pay to him.

At the start of the hearing, Mr Goodwin, for the Respondent, contended that the tribunal had no jurisdiction to hear the claimant's claims which were for breach of contract and for misrepresentation. Given the claimant is a litigant in person, I considered whether his claim was actually one of deduction from wages under section 13 of the Employment Rights Act 1996. However, the claimant made it clear to me at the hearing that his claim concerned his disappointment at the breach of what he sees as a contractual promise from the respondent in November 2020, that it would pay him furlough pay on 11th December 2020. He was clear that his claim was about the fact he felt misled. He therefore brings a breach of contract and misrepresentation claim.

The tribunal has no jurisdiction to hear a misrepresentation claim. It also has no jurisdiction to hear a breach of contract claim in this instance as the claimant is not an employee and he has not been dismissed. He is therefore not eligible to bring a breach of contract claim under section 4 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994.

The tribunal therefore has no jurisdiction to hear the claimant's claims.

Employment Judge **Hopton**

_____28th July 2021_____

JUDGMENT SENT TO THE PARTIES ON
31/07/2021.

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FOR THE TRIBUNAL OFFICE