



## EMPLOYMENT TRIBUNALS

**Claimant**

Miss K Wood

**Respondent**

Consilium Academies

### JUDGMENT

1. Pursuant to Employment Tribunal Rule 37, the Claimant's complaints of unfair dismissal and harassment related to race are struck out because the Tribunal does not have jurisdiction to hear them and/or they have no reasonable prospect of success.

### REASONS

1. Following a preliminary hearing on 14 October 2014 Employment Judge Maidment gave the Claimant notice to show cause why her claims should not be struck out because:
  - a. She was complaining of unfair dismissal, had not worked for the Respondent for two years, and was not relying on a reason for dismissal that would make her dismissal automatically unfair. Under the Employment Rights Act 1996, employees cannot bring ordinary unfair dismissal complaints unless they have worked for their employer for two years.
  - b. Her complaint of race discrimination was a complaint of harassment. The acts complained of did not, on the face of it, have anything to do with race, and the Claimant did not identify the treatment as having anything to do with her "race" as defined for the purposes of the Equality Act 2010.
  - c. The complaint of breach of contract related to a contractual requirement for an informal support plan to last for six weeks. On her own case, there was nothing to suggest that the informal support plan would not have lasted six weeks. The Claimant had not brought a breach of contract complaint about failure to ensure health and safety. To do so, she would need to make a proper amendment application.
2. The Claimant responded to the notice to show cause under cover of an email dated 4 November 2024. In particular:
  - a. She wrote that she was fully aware that she only had 17 months' service with the Respondent and that this "strikes me out" for unfair dismissal. She did not identify any reason for dismissal that would amount to an automatically unfair reason for which the two-year requirement does not apply.

- b. She wrote that, in relation to discrimination, she was fully aware that she did not meet the protected characteristics in the Equality Act 2010. She did not identify any basis upon which the conduct she complains of could be said to be harassment related to race.
  - c. In relation to breach of contract, the Claimant did not explain why the Respondent breached her contract in relation to a requirement for a six-week informal support plan before formal action could be taken. She referred to a complaint about not receiving two months' notice pay. That complaint was included in the claim form. However, on her own case, the issue appears to be that the Claimant did not **give** the two months' notice that was required in her contract. If she did not give two months' notice, she was not entitled to be paid for it. The Claimant did not make an application to amend her claim, as explained by Employment Judge Maidment.
3. It appears to me that:
  - a. The Tribunal does not have jurisdiction to hear the unfair dismissal complaint because the Claimant did not have two years' service with the Respondent, as she accepts, and she is not complaining of automatically unfair dismissal.
  - b. The complaint of harassment related to race has no reasonable prospect of success because, as the Claimant accepts, she does not meet the protected characteristics in the Equality Act 2010 and she has not identified any basis upon which any of her treatment could be said to be harassment related to race.
  - c. The complaint of breach of contract has no reasonable prospect of success because the Claimant has not identified any breach in relation to the six-week informal support plan; the Claimant appears to have been paid until her employment ended in accordance with the notice given by her; and the Claimant has not brought any breach of contract complaint in relation to a failure to ensure her health and safety.
4. I consider that in those circumstances it is consistent with the overriding objective to strike this claim out in full.

**Employment Judge Davies  
11 November 2024**