

BETWEEN:

DAWN SMITH

Claimant

-AND-

MW SERVICES LIMITED

Respondent

RULE 27 DISMISSAL NOTICE

Dated: 1 April 2026

PURSUANT TO RULE 27 OF THE EMPLOYMENT TRIBUNAL (CONSTITUTION AND PROCEDURE) RULES 2016, IT IS HEREBY ORDERED THAT THE WHOLE OF THE CLAIM SHALL BE STRUCK OUT ON 22 APRIL 2026 because the Tribunal has no jurisdiction to consider the Claimant's claims for unfair dismissal, for a redundancy payment or for breach of employment contract and the Claimant's claim for age discrimination has no reasonable prospects of success,

UNLESS, before **22 April 2026**, the Claimant presents written representations explaining why the Claim should not be dismissed.

Where a Claim is dismissed, the result shall be as if no Claim had been presented.

REASONS

Facts

1. The Claimant was employed by the Respondent as a Chat Moderator from 16 June 2024 until 22 April 2025 when the Respondent terminated her employment with immediate effect and paid her one month's salary in lieu of notice.
2. On 2 June 2025, the Claimant presented a Claim Form (with attachments) making claims for unfair dismissal, a redundancy payment, breach of employment contract and age discrimination, and set out her details of claim at section 6.2.
3. The Claimant stated in the details of claim, inter alia: *"If they had waited another 3 weeks I would have been entitled to redundancy compensation"*. In section 7.3 of the Claim Form, the Claimant calculated her financial compensation sought by reference to *"what would have happened during a redundancy procedure"*, and confirmed that she was paid one month's notice pay. She did not seek any breach of employment contract compensation, for example, for arrears of pay, arrears of notice pay or arrears of holiday pay. The attachments to the Claimant's Claim Form included a message dated 30 April 2025 in which the Claimant stated, *"CAB said I have no rights cause less than a year..."*; and another undated one in which the Claimant stated, *"Well I've started a claim, feel I have to do something to protest what they've done"*.

4. On 23 June 2025, the Respondent submitted a Response Form denying all of the Claimant's claims and set out the facts it relied upon to defend the Claim at section 6.2.

The law

1. Section 60 of the Employment Act provides that the right not to be unfairly dismissed shall not apply to the dismissal of an employee from any employment if the employee was not continuously employed for a period of not less than 52 weeks ending with the effective date of termination.
2. Regulation 4 of the Conditions of Employment (Redundancy Pay) Order, 2001 provides that no redundancy payment will be made to an employee who has not completed one year's service.

3. Article 1.(2) of the Employment Tribunal (Extension of Jurisdiction) Order 2016 provides:

““relevant claim” means a claim for–

- (a) damages for breach of a contract of employment or other contract connected with employment,
- (b) a sum due under such a contract;...”

4. The meaning of discrimination on the ground of age is set out in Section 11 of the Equal Opportunities Act 2006 (the EO Act):

“11.(1) A person (“A”) discriminates against another person (“B”) if on the ground of B’s age, A treats B less favourably than A treats or would treat other persons

... (3) A comparison of the case of B with that of another person under subsection (1) or (2) must be such that the relevant circumstances in the one case are the same, or not materially different, in the other.”

5. Rule 27 of the Employment Tribunal (Constitution and Procedure) Rules 2016 provides:

“27.(1) If the Chairperson considers either that the Tribunal has no jurisdiction to consider the claim, or part of it, or that the claim, or part of it, has no reasonable prospect of success, is in a form which cannot sensibly be responded to or is otherwise an abuse of the process, the Tribunal shall send a notice to the parties–

- (a) ordering that the claim, or the part in question, shall be dismissed on such date as is specified in the notice; and
- (b) setting out the Chairperson’s reasons for the order; and
- (c) specifying the consequences of the dismissal of the claim in accordance with subrule 5 below,

unless before that date the claimant has presented written representations explaining why the claim (or part) should not be dismissed.

(2) If no such representations are received within the specified time, the claim, or part of it, shall be dismissed from the date specified without any further order (although the Tribunal shall write to the parties to notify them of the dismissal of the claim).

(3) If representations are received within the specified time they shall be considered by the

Chairperson, who shall either permit the claim (or part) to proceed or fix a hearing for the purpose of deciding whether it should be permitted to do so. The respondent may, but need not, attend and participate in the hearing.

... (5) Where a claim, or part of it, is dismissed, the result shall be as if no claim, or part of it, had been presented."

Reasons

1. The Claimant does not qualify for the right to bring an unfair dismissal claim because she had not been continuously employed for a period of not less than 52 weeks at the termination date, as provided for under Section 60 of the Employment Act. Therefore, the Tribunal does not have jurisdiction to consider the unfair dismissal claim, and it is dismissed under Rule 27. It is disappointing that the Claimant decided to pursue this claim, and waste the Respondent's and the Tribunal's time and resources given that she was clearly aware that she did not have the minimum continuity of employment required, as per her message dated 30 April 2025: *"CAB said I have no rights cause less than a year..."*.
2. The Claimant does not qualify for the right to a statutory redundancy payment because at the termination date she had not completed one year's service, as provided for under Regulation 4 of the Conditions of Employment (Redundancy Pay) Order, 2001. Therefore, the Tribunal does not have jurisdiction to consider the claim for a redundancy payment, and it is dismissed under Rule 27. Again, it is disappointing that the Claimant decided to pursue this claim, and waste the Respondent's and the Tribunal's time and resources, given that she was clearly aware that she did not have the minimum service required. The Claimant even stated in her Claim Form: *"If they had waited another 3 weeks I would have been entitled to redundancy compensation"*.
3. The Claimant was paid her contractual entitlements (accrued salary and pay in lieu of notice) in full at termination and so has suffered no damages or losses arising from or under her contract of employment. Indeed, she does not even claim arrears of pay, arrears of notice pay or arrears of holiday pay in her Claim Form. Therefore, there is no relevant breach of employment contract claim under the Employment Tribunal (Extension of Jurisdiction) Order 2016 over which the Tribunal might have jurisdiction, and it is dismissed under Rule 27.
4. In the Claim Form details of claim, the Claimant detailed the circumstances of and surrounding her dismissal. These do not include any alleged facts amounting to or pertaining to age discrimination. There is no reference to less favourable treatment than other persons (comparators), the Claimant has not advanced how the termination of her employment was in any way linked to age and strikingly there is no reference to age at all.
5. Taking the Claimant's case as set out in the Claim Form at its highest, the Claimant has not advanced any facts upon which a claim of age discrimination (the Respondent treated the Claimant less favourably than the Respondent treated or would treat other persons on the ground of the Claimant's age) could be founded. Therefore, the claim for age discrimination has no reasonable prospect of success and is dismissed under Rule 27.

6. In my finding, the Claimant's claim for age discrimination seems to be a disingenuous attempt to have her Claim accepted by the Tribunal, given that she knew perfectly well that her other claims were hopeless. As the Claimant put it herself, "*Well I've started a claim, feel I have to do something to protest what they've done*". This kind of strategic litigation is not viewed favourably by this Tribunal, particularly as it diverts valuable time and resources from hearing genuine claims.

7. I am satisfied that it is appropriate to dismiss the whole of the Claimant's Claim under Rule 27 on the grounds that the Tribunal has no jurisdiction to consider the Claimant's claims for unfair dismissal, for a redundancy payment or for breach of contract and the Claimant's claim for age discrimination has no reasonable prospects of success.

Gabrielle O'Hagan

Chairperson Gabrielle O'Hagan