

BETWEEN:

ANTONIO FASANO

Claimant

-AND-

MW SERVICES LIMITED

Respondent

RULE 27 DISMISSAL NOTICE

Dated: 20 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 11 MAY 2026 because the Tribunal has no jurisdiction to consider any of the Claimant's claims made,

UNLESS, before **11 May 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 Social Media Manager from 2 September 2024 until 17 April 2025 (7 full months) when the Respondent terminated his employment with immediate effect and paid him one month's salary in lieu of notice and accrued untaken holiday pay.
2. On 27 June 2025, the Claimant presented a Claim Form (with attachments) making claims for unfair dismissal and for breach of employment contract, as well as in the Claim Form section "Other type of claim", "*Retaliation for proposing a lawful settlement - Dismissal shortly after delivering commercial results - Continued use of a monetisation system I developed - Public defamation and reputational harm - No misconduct or poor performance history*".
3. Clause 17.1 of the Claimant's employment contract provides:

"All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company."

The employment contract does not include an express intellectual property clause.

4. From the Claim Form section 6.2 details of claim, the claim for breach of employment contract appears to be based on an alleged commercial *“continued use of a system [the Claimant] personally developed”* by the Respondent. The Claimant also refers to a settlement proposal he made to the Respondent on 16 June 2025 (after his dismissal) as a *“protected activity”* and alleged retaliatory conduct by the Respondent, including a *“broader campaign to discredit me rather than engage with my concerns in good faith”*.
5. In section 7.3 of the Claim Form, the Claimant calculated the financial compensation sought as: *“£500,000 This reflects the significant commercial value of the monetisation system I created, the retaliatory nature of my dismissal following protected activity, the company’s continued benefit from my work without credit or compensation, and the severe financial and emotional impact on both my family life and business stability.”*
6. The Claimant sent an email to the Tribunal dated 14 July 2025 with attachments in relation to the alleged ongoing personal and financial impact caused to him by his dismissal. The Tribunal advised that such a step should be taken at the procedurally appropriate time(s) in the proceedings.
7. The Tribunal sent the Claim Form to the Respondent on 2 July 2025. On 23 July 2025, the Respondent submitted a Response Form denying all of the Claimant's claims with attached details of response. These include that many of the Claimant’s allegations relate to the period after, and are therefore irrelevant to, his dismissal; and that, in respect of the Claimant’s allegations about the Respondent’s continued use of the (monetisation) system the Claimant allegedly personally developed, the system was developed during the course of his employment with the Respondent, and with the Respondent’s full knowledge and authority. The Respondent further alleges that the Claimant improperly retained control of one of the Respondent’s business accounts *“and demanded a significant amount of money in exchange for transferring access back to the Respondent. The Respondent submits that this conduct amounts to extortion”* and breach of contract by the Claimant. However, the Respondent ticked “No” to the Response Form question 7.2, *“Do you wish to make an employer’s contract claim”*.
8. On 28 July 2025, the Claimant submitted a *“Rebuttal to the Response Form”*. The Tribunal again advised that such a step should be taken at the procedurally appropriate time(s) in the proceedings and requested the Claimant to desist from sending further submissions unless directed to do so or unless he was making a formal application.

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

*““excluded claim” means a claim for breach of a contractual term of any of the following descriptions—
... (c) a term relating to intellectual property (including copyright, rights in performances, moral rights, design right, registered designs, patents and trade marks); ...*

"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;..."

3. 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 he 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.
2. If I have understood correctly, the Claimant appears to be arguing that because the system he says he built whilst employed by the Respondent allegedly added value to the Respondent's business; and that no fair dismissal process was undertaken by the Respondent, the Respondent should not, and could not fairly, have dismissed him. The Claimant is mistaken. At law, the Claimant does not qualify for the right to bring an unfair dismissal claim because he had not been continuously employed for a period of not less than 52 weeks at the termination date. Given that the Claimant is not entitled to pursue an unfair dismissal claim at all, his allegations about the fairness of the dismissal, both the lack of a fair reason for the dismissal and the failure to follow a reasonable dismissal procedure, have no consequence.

3. The Claimant was paid his contractual entitlements (pay in lieu of notice and accrued holiday pay) in full at termination. He does not claim arrears of pay, arrears of notice pay or arrears of holiday pay in his Claim Form. Intellectual property claims are "excluded claims" under the Order.
4. The Claimant's alleged contractual, ownership or any rights in respect of the system/monetisation strategy he developed whilst employed by the Respondent is misconceived. Work products, including intellectual property, developed in the course of an employee's employment for and on behalf of an employer's business will automatically belong to the employer, absent any agreement to the contrary. This is reflected by legislation such as Sections 14 and 191 of the Intellectual Property (Copyright and Related Rights) Act 2005.
5. Therefore, there is no relevant breach of employment contract claim under the Employment Tribunal (Extension of Jurisdiction) Order 2016 over which the Tribunal has jurisdiction and it is dismissed under Rule 27.
6. If the Claimant genuinely believes that he has some kind of claim or right in relation to the system he developed whilst employed by the Respondent, as he would have discovered had he taken legal advice or even undertaken some basic research (preferably not using often misleading AI when it comes to legal matters), the Tribunal is not the correct forum in which to pursue such complaints: the Tribunal has no jurisdiction over such matters.
7. The Claimant's allegations in respect of the alleged actions taken by the Respondent after his dismissal, including in response to a settlement offer by the Claimant (which the Claimant for an unexplained reason refers to in his details of claim as "protected activity" (normally a whistleblowing term)), have no relevance to the dismissal or alleged breach of employment contract, not least because they allegedly took place after the dismissal. Making a settlement offer is far from being a 'protected disclosure' as defined in the whistleblowing Part IVA of the Employment Act.
8. The Employment Tribunal has no jurisdiction to hear claims for acts such as "*Retaliation for proposing a lawful settlement*" or "*Public defamation and reputational harm*".
9. Again, as the Claimant would have discovered had he taken legal advice or even undertaken some basic research, even if the Claimant were entitled to bring an unfair dismissal claim or a breach of employment contract claim and, even if he were successful, the Tribunal cannot award damages for personal injury or distress arising from such claims.
10. 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 any of the Claimant's claims.

Gabrielle O'Hagan

Chairperson Gabrielle O'Hagan