

BETWEEN:

FERNANDO RUIZ CANTO

Claimant

-AND-

MANCHESTER 62 FC

Respondent

**CLAIM FORM REJECTION
RECONSIDERATION DECISION**

1. The Claimant's Claim Form was submitted on 5 August 2026.
2. By Notice dated 7 August 2026, the Claim Form was rejected under Rule 12(1)(c) of the Employment Tribunal (Constitution and Procedure) Rules 2016 (**the Rules**) because it had not been made within the required 3 months time period beginning with the effective date of termination of the contract giving rise to the claim (pursuant to Article 6 of the Employment Tribunal (Extension of Jurisdiction) Order 2016 (**the Order**)), which the Claimant stated in his Claim Form to be 4 November 2025.
3. On 10 August 2026, the Claimant made an application under Rule 14(1)(a) for a reconsideration of the rejection on the basis that the decision to reject was wrong on the ground that it was not reasonably practicable for the Claimant to present his complaint in time, namely before 3 February 2026 (under Article 6(d) of the Order).
4. The grounds for the Claimant's application were that:
 - (A) Despite the Claimant having terminated his employment contract on 4 November 2025, this was not the effective date of termination because the Respondent had not "*formally completed the termination process on 4 November 2025*" and the "*formal resolution of my employment position has resulted from the employer's disappearance and non-co-operation, rather than from any inactivity on my part*".
 - (B) It was not reasonably practicable for the Claimant to submit the Claim within the prescribed 3 months from termination because he was already pursuing parallel proceedings to FIFA's Dispute Resolution Chamber (**FIFA DRC**). In this regard, the FIFA DRC issued a Decision dated 27 February 2026 inter alia ordering the Respondent to pay the Claimant within 45 days the sums of £3,750 as outstanding remuneration and £7,135 as compensation for breach of contract, plus 5% interest. The Decision also stated that if full payment was not made within 45 days of notification of the Decision, upon the Claimant's request: the Respondent would be banned from registering any new players, either nationally or internationally, up until the due amount was paid (for up to 3 registration periods); and in the event that full payment was still not made by the end of the 3 registration periods, the matter would be submitted to the FIFA Disciplinary

Committee. In this regard, the Claimant stated that he had: *"followed the specialist process through decision, compliance period and enforcement. [He] did not remain inactive or abandon [his] rights."* The Claimant further submitted that the circumstances - of the Respondent failing to engage and its owners' absence from Gibraltar - justified a decision that it was not reasonably practicable for the Claimant to present his Claim in time.

The Law

The Order provides: "6. The Employment Tribunal shall not entertain a complaint in respect of an employee's contract claim unless it is presented— (a) within the period of three months beginning with the effective date of termination of the contract giving rise to the claim, ... (d) where the Employment Tribunal is satisfied that it was not reasonably practicable for the complaint to be presented within whichever of those periods is applicable, within such further period as the Employment Tribunal considers reasonable in the circumstances of the case."

The 'reasonably practicable' test (for which the burden of proof lies with the claimant) is helpfully summarised in Lowri Beck Services-v-Patrick Brophy [2019] EWCA Civ 2490:

"12. There has been a good deal of case law about the correct approach to the test of reasonable practicability. The essential points for our purposes can be summarised as follows:

- (1) The test should be given "a liberal interpretation in favour of the employee*
- (2) The statutory language is not to be taken as referring only to physical impracticability and for that reason might be paraphrased as whether it was "reasonably feasible" for the claimant to present his or her claim in time ...*
- (3) If an employee misses the time limit because he or she is ignorant about the existence of a time limit, or mistaken about when it expires in their case, the question is whether that ignorance or mistake is reasonable. If it is, then it will have been reasonably practicable for them to bring the claim in time (see Wall's Meat Co Ltd v Khan [1979] ICR 52); but it is important to note that in assessing whether ignorance or mistake are reasonable it is necessary to take into account any enquiries which the claimant or their adviser should have made.*
- ...(5) The test of reasonable practicability is one of fact and not of law ..."*

In Wall's Meat Co Ltd-v-Khan [1979] ICR 52 at page 56, Lord Denning held:

"I would venture to take the simple test given by the majority in Dedman's case [1974] I.C.R. 53, 61. It is simply to ask this question: Had the man just cause or excuse for not presenting his complaint within the prescribed time? Ignorance of his rights - or ignorance of the time limit - is not just cause or excuse, unless it appears that he or his advisers could not reasonably be expected to have been aware of them. If he or his advisers could reasonably have been so expected, it was his or their fault, and he must take the consequences."

And Brandon LJ at page 60 said: *"The performance of an act, in this case the presentation of a complaint, is not reasonably practicable if there is some impediment which reasonably prevents, or interferes with, or inhibits, such performance. The impediment may be physical, for instance the illness of the complainant or a postal strike; or the impediment may be mental, namely, the state of mind of the complainant in the form of ignorance of, or*

mistaken belief with regard to, essential matters. Such states of mind can, however, only be regarded as impediments making it not reasonably practicable to present a complaint within the period of three months, if the ignorance on the one hand, or the mistaken belief on the other, is itself reasonable. Either state of mind will, further, not be reasonable if it arises from the fault of the complainant in not making such inquiries as he should reasonably in all the circumstances have made, or from the fault of his solicitors or other professional advisers in not giving him such information as they should reasonably in all the circumstances have given him."

Findings

(A) The effective date of termination application

It is clear from the Claim Form that the Claimant terminated his employment contract on 4 November 2025 *"for just cause because of prolonged non-payment of wages"*. The Claimant's instant application also states that after he stopped working for the Respondent on 4 November 2025, he immediately updated the FIFA proceedings to include a *"just-cause termination"* and compensation claim.

The date on which an employer files an ETB Termination Form has no bearing on the effective date of termination of an employee's employment. Further, there is no *"employer-side termination/cessation process"* required for an employee to terminate their employment, as submitted by the Claimant.

I am therefore in no doubt that the effective date of termination was 4 November 2025, the date on which the Claimant notified the Respondent he was terminating his contract for just cause because of prolonged non-payment of wages.

(B) The not reasonably practicable application

1. I appreciate that the Claimant carefully and conscientiously pursued the FIFA DRC proceedings in the expectation that the Respondent would respect their Decision and the Claimant's issues would be resolved. But even if, which he has not in fact submitted, he believed it necessary to await the outcome of those proceedings prior to making his Employment Tribunal Claim, it was his decision not even to make any enquiries regarding the applicable Employment Tribunal Claim Form presentation time limit. Had he made appropriate enquiries at an earlier stage, which I find is reasonable for him to have undertaken, he would have discovered the applicable time limit, and also that the onus was on him to meet the time limit.
2. I can see no reason why either the FIFA DRC proceedings or the Respondent failing to engage in the dispute or its owners leaving the jurisdiction made it impracticable for the Claimant to present his Employment Tribunal Claim Form in time.
3. Although I have some sympathy for the Claimant and I bear in mind that I must undertake a liberal interpretation of the reasonably practicable test in favour of the Claimant, there is nothing in the Claimant's application which persuades me it was not reasonably practicable i.e. not reasonably feasible for him to have presented his Claim in time. He was not sick nor mis-advised. He has not submitted that there was any practical or physical impediment preventing him from presenting the Claim in time. The fact of the

FIFA DRC proceedings and the Respondent failing to engage in the dispute or its owners leaving the jurisdiction are not in themselves circumstances which would render the presentation of the Claim in time not reasonably practicable, nor is ignorance of the time limit where that ignorance is unreasonable because it arises from the Claimant's fault in not making the enquiries he should reasonably have made. There was no apparent impediment to the Claimant making enquiries about his position and/or seeking legal advice at the time of his resignation or even earlier.

4. It follows, in my view, that it was reasonably practicable for the Claimant to have presented his Claim within the statutory time limit. The Claimant's application for a reconsideration of the rejection of his Claim Form is therefore dismissed.
5. Finally, I should point up for the Claimant that breach of employment contract claims may be brought in both the Employment Tribunal and the Supreme Court. Civil court claims may be made up to 6 years from the date on which the breach of contract occurred. Issuing a claim in the civil courts will incur a fee.

Gabrielle O'Hagan

Chairperson Gabrielle O'Hagan

Date: 19 August 2026