



EMPLOYMENT TRIBUNALS

Claimant: Mr B Broomfield
Respondent: DPA Fletcher (Builders) Limited

AT A PRELIMINARY HEARING

Heard at: Leeds by CVP (video link) **On:** 20th November 2020
Before: Employment Judge Lancaster

Representation

Claimant: In person
Respondent: Mrs J Fletcher, director

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was CVP video link (V). A face to face hearing was not held because it was not practicable and all issues could be determined in a remote hearing

JUDGMENT

1. The claim has no reasonable prospect of success and is struck out.
2. The final hearing listed on 18th January 2021 is cancelled.

REASONS

1. The single issue in the case is whether or not the Claimant was working under a common law or a statutory apprenticeship.
2. It is only if he was an apprentice at common law that it will have been an unlawful breach of contract to have dismissed him by reason of redundancy before the the expiry of the full term of the agreement.
3. There are no outstanding money claims for any sums allegedly owing up to the date of termination of the relationship in April 2020. The only claim is for damages for loss of earnings in the period after that date until September 2021 when the 2 year apprenticeship was due to end.
4. The Claimant would seek to rely solely upon a term in the “Order Form” (section 7 in the agreed bundle of documents). This says: “The Employer does not have the right to terminate the Agreement early for convenience”.

Case: 1802877/2020 (V)

5. The Agreement in question is, however, that between the Leeds College of Building and the Respondent and which is contained within that Order Form signed by those parties, C Robson for LCB and Mrs Fletcher for the employer.
6. The Claimant is not a party to that Agreement and so cannot rely upon it. In any event this term has nothing to do with his own contract of employment, which is separate: the words do not mean that the employment agreement cannot be terminated early.
7. This is clearly therefore a statutory apprenticeship. Under the Apprenticeships, Skills, Children and Learning Act 2009 it therefore has the status of a contract of service and “is to be treated as not being a contract of apprenticeship”. It can, like any other contract of employment be terminated, as it was in this case, on proper notice – in this instance on the grounds of redundancy.
8. The claim is, unfortunately, based upon a misunderstanding of the document in question and therefore quite clearly has no reasonable prospect of success.

EMPLOYMENT JUDGE LANCASTER

DATE 20th November 2020