



EMPLOYMENT TRIBUNALS

Claimant: Dario Afonso and Others

Respondent: (1) Twenty-Four Seven Recruitment Services Limited
(2) Tempay Limited
(3) Wincanton Holdings Limited
(4) Wincanton Group Limited
(5) Wincanton Plc
(6) DHL Management Services Limited

Heard at: Bristol

On: 11th July 2017

Before: Employment Judge Mulvaney

Representation

Claimants: Miss K Loraine, Counsel
1st and 2nd Respondent: Mr J Bromige, Counsel
3rd, 4th & 5th Respondent: Mr A Smith, Counsel
6th Respondent: Miss S Cowen, Counsel

RESERVED JUDGMENT

1. The claims against Wincanton Holdings Limited and Wincanton Plc, the 3rd and 5th respondents, are dismissed.

2. It was conceded that there was a transfer of an undertaking as defined in the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) from Twenty-Four Seven Recruitment Services Limited to Tempay Ltd in April 2013 and the Tribunal so found.
3. It was further conceded that there was a transfer of an undertaking as defined under TUPE from Tempay Ltd to Twenty-Four Seven Recruitment Services Limited on the 27 March 2016 and the Tribunal so found.
4. The contracts of employment provided by The Best Connection to the claimants did not comply with Regulation 10(1)(a) of the Agency Workers Regulations 2010 (AWR).
5. The contracts of employment provided by Twenty-Four Seven Recruitment Services Limited to the claimants did not comply with Regulation 10(1)(a) AWR.
6. The contracts of employment provided by Tempay Limited to the claimants did not comply with Regulation 10(1)(a) (AWR).

REASONS

1. This preliminary hearing was listed to determine three preliminary issues which were as follows:
 - 1.1. Which Wincanton entity is the correct respondent?
 - 1.2. Did the claimants' contracts of employment transfer from Twenty-Four Seven Recruitment Services Ltd (TFS) to Tempay Ltd (Tempay) in or around April 2013?
 - 1.3. Did any of the relevant employment contracts comply with Regulation 10 AWR in respect of the written terms and conditions specified in Regulation 10(1)(a)(i-vi)?
2. At the hearing there was no challenge to the Wincanton respondents' contention that Wincanton Group Ltd was the correct respondent from amongst the three Wincanton respondents, being the contracting party providing warehousing services to Marks and Spencer Plc and contracting with The Best Connection (TBC) and TFS for the supply of staff.

Documentation in the bundle at 27A and 55A and 148A supported that assertion and I concluded that Wincanton Holdings Ltd and Wincanton plc should be dismissed from the proceedings.

3. It was conceded by the first and second respondents that there had been a relevant transfer under TUPE from TFS to Tempay in April 2013 and a further transfer under TUPE from Tempay to TFS on the 27 March 2016 and I so found.
4. The remaining issue for determination at the Preliminary Hearing was the issue of compliance with Regulation 10 AWR as set out at para. 1.3 above.
5. The claimants had not provided witness statements for the Preliminary Hearing in accordance with the Directions given at the Case Management Hearing. Five witness statements had been provided to the respondents two months late, on the afternoon of the day before the Preliminary Hearing. There was objection from the respondents to the evidence being admitted at the Preliminary Hearing. The claimant's representative indicated that the issue as to the compliance or otherwise of the claimants' contracts with Regulation 10 AWR was a matter of fact based on the documentation and that she would not be relying on the witness evidence in relation to that issue. In the light of that, it was agreed that no witness evidence would be heard and the witnesses were released.

Background

6. The claimants' claims arise from their employment as agency workers. They were supplied by recruitment agencies to work principally at the South Marston Marks and Spencer Depot in Swindon. The hirer was Wincanton Group Limited (Wincanton) until 3 January 2015 when DHL Management Services Ltd (DHL) took over the contract.
7. There are now 191 claimants in this multiple claim. The employment commencement dates of those claimants vary so the contracts under which they were working at any time will also vary. For the sake of simplicity no distinction is made between the claimants at this stage and the generic reference to 'claimants' should be taken to refer to the claimants who were in employment under the contract under discussion at the relevant time.
8. The claimants' complaints relate to the alleged failure to pay the claimants at the same rate as permanent employees of Wincanton and subsequently DHL under Regulation 5 AWR and to a detrimental variation made to their contractual terms relating to overtime pay following the TUPE transfer from TBC to TFS.
9. The claimants were initially engaged by The Best Connection (TBC) recruitment agency as agency workers by TBC under a contract for services (not a contract of employment). At various dates between December 2011 and July 2012 the claimants entered into contracts of employment with TBC

which purported to comply with Regulation 10 AWR (The TBC Contracts). Whether those contracts employment complied with regulation 10 AWR is in dispute between the parties.

10. In September 2012 the claimants' employment transferred under TUPE from TBC to TFS. They entered into new contracts of employment with TFS which also purported to comply with Regulation 10 AWR (the TFS Contracts). Whether they did so comply is a matter of dispute between the parties.
11. The claimants then transferred under TUPE from TFS to Tempay in April 2013. The claimants signed new contracts of employment with Tempay in April 2013 which also purported to comply with Regulation 10 AWR (The Tempay Contracts). Whether they did so comply is a matter of dispute between the parties.
12. The status of the TFS and the Tempay contracts is also in dispute between the parties because the claimants contend that, as there was a TUPE transfer between TBC and TFS and between TFS and Tempay, the TBC Contracts would have continued unaffected by the transfers. The issue of the impact of any transfer on the claimants' contracts was not a matter for determination at this Preliminary Hearing.
13. The claimants transferred back from Tempay to TFS under TUPE on 27 March 2016.
14. Tempay went into members' voluntary liquidation (not insolvency for the purposes of TUPE) on 19 May 2016 but remains a party to these proceedings via the liquidators.
15. There are therefore three principal groups of employment contract for the tribunal to consider at this preliminary hearing, namely:
 - The TBC Contracts
 - The TFS Contracts, and
 - The Tempay Contracts.
16. In the bundle there were a number of different copies of the TBC contract and of the Tempay contract. However it was accepted by the parties that the variations between the copies of the TBC contracts and between the copies of the Tempay contracts did not affect the specific terms which had to be considered at this Preliminary Hearing. For the purposes of this judgment I will be referring to: the TBC Contract at pages 42 – 48; the TFS Contract (of which there was only one version in the bundle) at pages 152 -160; and the Tempay Contract at pages 208 – 215.

TBC Contract

17. The TBC contract (42-48) is headed 'Terms and Conditions of Employment for Temporary Employees'. It states in the preamble:

"This document sets out particulars of your employment which are required to be given to you in terms of the Employment Rights Act 1996 ("The Act"). This document, together with such Assignment Details Report as issued to you, constitutes your contract of employment. You are also referred to the Company's Temporary Employee Handbook (a copy can be accessed via the Company's website) which contains additional relevant information."

18. The relevant clauses of the TBC contract are set out below:

19. In the definitions section at the start of the contract, under "*Client*" the contract states "*The customer organisation to whom you are assigned to work*".

20. Clause 1 of the contract, under the heading '*Job Title and Duties*' provides:
"You are employed by the company in the capacity of a temporary employee and you will be offered assignment in the following job categories as identified by a "√"."

21. Beneath that wording there is a list containing 33 different categories of job. None of the job categories had a tick against them in the contract at pages 42 – 48 and neither did any of the other TBC contracts contained in the bundle. The categories of job listed varied from bricklayer to VDU operator to LGV driver. I found that the TBC contracts did not provide a specific job description for individual employees.

22. Clause 1.1 of the contract provides:
"In carrying out that work you agree to work under the supervision, direction, and control of the Client where you are assigned....." The Tempay contract in its reference to the client and to the assignment does not include a work location.

23. Clause 4 of the contract under the heading '*Remuneration*' provides:
*"4.1 Whilst on assignment you will be paid for hours worked even if the client does not pay the company.
4.2 Your rates of pay will at all times be no less than the national minimum wage (NMW) currently in force per hour worked. Rates of pay may differ for each assignment and you will be notified in advance, including any relevant overtime rates.
4.3
4.4 You will be entitled to receive a minimum amount of pay in respect of any calendar week when there is no Assignment available to you and you are able to demonstrate that you remain available to work for the Company. The minimum amount of pay will be calculated by reference to the 12 weeks immediately preceding the end of the previous assignment where the assignment lasted for longer than 2 weeks or during the assignment where the assignment lasted for 12 or fewer weeks."*

4.5 The minimum amount of pay will be at least 50% of assignment pay based at the highest pay rate and hours worked in the course of the previous 12 weeks and not below the NMW.”

Although there is a reference to the National Minimum Wage in the TBC contract there is no indication of what that is or of how it can be ascertained.

24. Clause 5 of the contract under the heading ‘Hours of Work’ provides:
“5.1 The company will at all times during the currency of this contract, use its reasonable endeavours to allocate you to suitable assignments and as a minimum, the company guarantees (without prejudice to the Company’s rights under clause 8) that you will be offered at least 336 hours of work on Assignment over the course of any full 12-month period (commencing on the start date of your employment) paid at a rate at least equivalent to the NMW currently in force.

.....

5.3 Your employment with the Company entitles you to “Pay between Assignments” in accordance with Regulation 10 Agency Workers Regulations 2010, the details of which are contained in clause 6 below.

.....

5.6 You have confirmed you will be available to work up to a maximum of 72 hours per week on Assignment and not less than one hour per week. However, assigned hours of work will vary according to the requirements of the Company’s clients and will be notified to you in the relevant Assignment letter.

5.7 You agree to work hours which exceed the maximum average weekly working time limit of 48 hours imposed by the Working Time Regulations 1998. You may withdraw your agreement on giving to the Company three months’ prior written notice.”

25. No copy of the TBC Employee Handbook was included in the bundle so I could not determine whether it contained any information relevant to Regulation 10(1)(a) AWR.

26. There was a sample TBC Assignment Details form for “A Person” at page 139 of the bundle. The sample Assignment Details form was a form which included spaces for the following information: “*Likely duration of Assignment*”; “*The type of work*”; “*Location of Work*”; “*Hours of work*”; “*The experience, qualifications, and any authorisation necessary or required by law or a professional body*”; “*Rate of remuneration*”.

27. The sample Assignment Details form had been completed with the following information against those fields:

“Likely duration of Assignment: As advised.

The type of work: Warehouse 02 NDC AM CORE.

Hours of work: As advised.

The experience, qualifications,

*and any authorisation necessary or
required by law or a professional body: Left blank*

*Location of Work: 42 – 44 Commercial Road,
Swindon, Wiltshire, SN1 5NB*

*Rate of remuneration: Pay Normal £6.08;
Pay OT1 £9.12;
Pay OT2 £9.12;
OT1 Paid after 37.5 hours;
OT2 Paid Bank Holidays,
Regulation 10 Contracts you are
guaranteed a minimum of one
shift per week”.*

28. The contract preamble (p42) stated that any Assignment Details Reports issued formed part of the employee's contract of employment, and the sample Assignment Details form included in the bundle suggested that the form was a key document for the purposes of the Regulation 10(1)(a) AWR information.
29. Included in the bundle were completed Assignment Details forms for Joaquim Mendonca (pages 40, 75 and 82) and for Cosme Alves, claimants in these proceedings. The completed Assignment Details forms for these two individuals contained essentially the same details as are shown in the sample Assignment Details form at page 139 and set out above. In the Assignment Details form, the 'Location of work' address is different, being "*Stirling Road, South Marston Industrial Estate, Swindon, Wiltshire SN3 4TT*" but the 'type of work' is the same: "*Warehouse 02 NDC AM CORE*", 'hours of work' is the same: "*As Advised*" and the 'Rate of remuneration' is set out in the same way as in the sample assignment form but without the reference to Regulation 10 Contracts in the sample which provided: "*Regulation 10 Contracts you are guaranteed a minimum of one shift per week*".
30. The Assignment Details forms for Mr Mendonca are dated 19/8/2011, 4/1/2012 and 13/4/2012. The Assignment Details form for Mr Alves is dated the 13/4/2012. It may be that new Assignment Details forms were provided when the rate of remuneration changed as appears to be reflected in Mr Mendonca's assignment forms. I would have expected that the Assignment Details forms dated the 13/4/2012 to reflect the increase in the NMW introduced on the 1 April 2012. However Mr Alves' assignment form dated 13/4/2012 shows a remuneration rate of £6.08, which was not the NMW rate applicable at that date, which had been increased to £6.19 on the 1/4/2012.
31. Whether such completed Assignment Details forms were provided to Mr Mendonca, Mr Alves and all other claimants employed under the TBC contract in respect of their work for the hirer, Wincanton; and if so when they were provided are evidential matters on which I can make no finding. Clearly the information contained in the example Assignment Details forms included in the bundle is germane to the question of compliance with Regulation 10(1)(a) AWR.

The TFS and Tempay Contracts

32. A comparison of The TFS contract at p 152 – 160 and the Tempay contract at 208 – 215 of the Bundle shows that, although the clause numbers are different in some cases (as I have indicated below), the relevant terms are identical, save where reference is made to the name of the employer. The quotes that I have produced below therefore apply to both the TFS and the Tempay contracts.

33. The contracts are headed “Temporary Workers Contract of Employment (Regulation 10)”. They provide in the preamble:

“In accordance with section 1 of the Employment Rights Act 1996 and the Conduct of Employment Agencies and Employment Regulations 2003 (Statutory Instrument Number 3319) made pursuant to the Employment Agencies Act 1973 and in compliance with the Agency Workers Regulations 2010, the conditions below together with the details of your Assignment as contained in your assignment schedule(s) from time to time and the sections in the Employee on Assignment Handbook (which are expressly identified in that Handbook as having contractual effect) contain details of your terms and conditions of employment.”

34. In the Definitions sections:

“Assignment” is defined as: “a placement or placements whereby the Employee is assigned or seconded to the Client to work in the capacity or capacities referred to within the Assignment details”.

“Client” is defined as: “any client of (TFS/Tempay) to whom the Employee is assigned or seconded to work from time to time”.

“Daily pay” is defined as: “subject to paragraph 8 below, the amount of basic wages or salary payable to the Employee for any day calculated as the hourly rate, as notified to the Employee prior to the commencement of the Assignment and/or as varied during the Assignment or at any other time (provided always that such variation shall be notified to the Employee in writing) multiplied by the number of hours worked that day.”

35. Clause 4 of the contracts provides:

“(TFS/Tempay) will endeavour at all times during the currency of this contract to allocate the Employee to suitable Assignments and, as a minimum, guarantees to the employee that they will be offered at least 336 hours of work on Assignment with a Client or Clients through (TFS/Tempay) over the course of any for 12 month period commencing on the commencement date of the Employee’s first Assignment at a rate of pay at least equivalent to the then current National Minimum Wage. For the avoidance of doubt there is no entitlement to any particular number of hours on Assignment in any period less than 12 months.”

36. Clause six of the contracts provides:
“(TFS/Tempay) will inform the Employee of the likely duration of each Assignment. In offering an Assignment to the Employee, (TFS/Tempay) will also take into consideration:
(i) the Employee’s suitability and/or skills appropriate to the Assignment;
(ii) The type and nature of the work;
(iii) The industry sector;
(iv) The location; and
(v) The pay, hours and duration and the start date of the Assignment”.
37. Clause 7 of the contracts provides:
“The hours of work likely to be involved for each Assignment (but which are not guaranteed in respect of that Assignment) will be as notified to the Employee prior to the commencement of the Assignment”.
38. Clause 8 of the contracts provides:
“The Employee will be entitled to receive total gross payments in respect of each day worked (comprised of pay and expenses where appropriate) payable weekly in arrears by BACS transfer to the Employee’s bank or building society account”.
39. Clause 16 of the TFS contract (clause 15 of the Tempay contract) provides:
“The Employee acknowledges and confirms that he/she may be required to work at any location in accordance with the requirements of each Assignment or as specified by TFS/Tempay. The Employee has no permanent place of work.”
40. Clause 42 of the TFS contract (clause 41 of the Tempay contract) contains an opt out clause under the Working Time Regulations 1998 and states that: *“by signing this contract the Employee hereby opts-out of the said working week limit and agrees to give no less than three months’ written notice of his/her intention to opt-in to the protection of the Regulations thereafter in accordance with the provisions of the Regulations”.*
41. At the end of the contracts under the heading Regulation 10 of the AWR the contracts contain the following provisions (these are numbered 42 to 47 in the Tempay contract but are otherwise identical to those in the TFS contract):
“43. Paragraphs 44 to 49 below will apply to this contract with effect from the start of the week following the week when the Employee has completed the qualifying period as set out and defined in Regulation 7 of the AWR.
44. Without prejudice to paragraph 16 above, the Employee may be expected to work at the following location or locations initially at _____ (In the TFS and Tempay contracts in the bundle (at p159 and 215) ‘Wincanton, Swindon’ has been added here in manuscript) and thereafter in accordance with paragraph 16 above.

45. *The Employee's expected hours of work on each assignment are:- any 5 days out of 7.*

46. *The maximum number of hours of work which the Employee may be required to work each week during any Assignment are 48 unless the employee has provided a valid opt out from the working week limit pursuant to the Working Time Regulations 1998 and wishes to work extra hours.*

47. *Subject to the minimum hours guarantee referred to at paragraph 4 above, the minimum number of hours of work per week that may be offered to the employee during any assignment is:- 7 hours.*

48. *The nature of the work which the Employee may expect to be offered during the currency of this contract and any relevant requirements relating to qualifications or experience are:- the duties of a general warehouse operative. There are no specific requirements in relation to qualifications and experience."*

42. There was no sample Assignment Schedule, as referred to in the Preamble, contained in the bundle, nor any actual Assignment Schedules for individuals engaged under the TFS contract. An 'Employee on Assignment Handbook' dated February 2013 was included in the Tribunal bundle at page 162. It did not contain any information relevant to the matters with which this hearing was concerned.

43. A number of Assignment Details forms were included in the bundle for claimants engaged under the Tempay contract. I have taken as an example the one at p216. It was for Rosario Siqueira and was dated 24 April 2013. The relevant parts of the form provided as follows:

"Likely Duration of the Assignment: To be reviewed in 12 months

The type of work: Warehouse Operative

Location of Work: Initially M and S Swindon

Hours of Work: Any 5 out of 7 days/nights as required

Actual Rate of Pay: [£] per hour. As per pay scale"

Other Tempay Assignment Details forms included in the bundle were completed in the same way for other claimants.

44. In addition, included in the bundle were two documents which set out applicable pay scales effective from October 2013 (page 307) and from October 2014 (page 334). These set out the actual hourly rates of standard and overtime pay applicable to the Warehouse Op role for different shifts: days, lates, nights, adhoc days, adhoc lates, adhoc nights. The two such documents included in the bundle were signed in the name of: Sacrafamilia DeSouza, a claimant in this case, and from that it may be deduced that the

intention was that each employee be provided with a pay scale document as referenced in the Assignment Details form.

45. If Assignment Details forms, completed in the same way as those that were included in the bundle, were provided to the claimants and were accompanied by an appropriate pay scale document, this would have provided additional pay related information under the Tempay contract. Whether such completed assignment forms and pay scale documents were provided to all claimants employed under the Tempay contract in respect of their work for the hirer, Wincanton, and if so when they were provided are evidential matters on which I can make no finding. Clearly the information contained in that combination of documents is germane to the question of compliance with Regulation 10(1)(a) AWR.

Conclusions

46. The issue to be determined is whether the three types of contract summarised above comply with the requirements of Regulation 10(1)(a)(i) – (vi) AWR, with the consequence that the claimants would not be entitled to pay parity with the hirer's own employees under regulation 5 AWR.

The Law

47. The AWR give agency workers the entitlement to the same, or no less favourable, treatment for basic employment and working conditions, if they complete a qualifying period of 12 weeks in a particular job. Regulation 10 AWR is the regulation which reflects what is known as the Swedish Derogation from the AWR, which provides an exception to the protection afforded by the AWR. If an agency worker is engaged under a permanent contract of employment by the Temporary Work Agency which provides for him/her to be paid between assignments, he/she is excluded from the entitlement to pay parity under Regulation 5.
48. Regulation 10(1)(a) AWR provides:
- (1) To the extent to which it relates to pay, regulation 5 does not have effect in relation to an agency worker who has a permanent contract of employment with a temporary work agency if –*
- a. The contract of employment was entered into before the beginning of the first assignment under that contract and includes terms and conditions in writing relating to*
 - i. The minimum scale or rate of remuneration or the method of calculating remuneration,*
 - ii. The location or locations where the agency worker may be expected to work,*
 - iii. The expected hours of work during any assignment,*

- iv. *The maximum number of hours of work that the agency worker may be required to work each week during any assignment,*
- v. *The minimum number of hours per week that may be offered to the agency worker during any assignment provided that it is a minimum of at least one hour, and*
- vi. *The nature of the work that the agency worker may expect to be offered including any relevant requirements relating to qualifications or experience.*

49. It was not argued by the claimants that the contracts did not comply with Regulation 10(1)(b) AWR which requires that *'the contract of employment contains a statement that the effect of entering into it is that the employee does not, during the currency of the contract, have any entitlement to the rights conferred by regulation 5 insofar as they relate to pay.'* All three contracts, TBS, TFS and Tempay contained a clause complying with that provision.

50. It was contended on behalf of the claimants that the Regulation 10(1)(a) AWR requirements have to be interpreted strictly. Any ambiguity in the contractual wording should be resolved in favour of the employee. I concluded that as the purpose of the AWR is to protect agency workers, the interpretation of the requirements that provide an exception to the Regulation 5 protection should be construed with the overall purpose of the AWR in mind. I concluded that the onus was on the respondent to establish compliance with the Regulation 10 requirements and this was particularly relevant to my conclusions on the contribution of the Assignment Details forms to the contractual position.

51. I have considered the provisions of each contract in turn against the requirements contained in Regulation 10(1)(a) AWR. In doing so I am conscious of the fact that a failure against any one of the requirements is enough to invalidate the regulation 10 exemption as regards that contract. However I concluded that it was worth considering each requirement as this is an area of law on which there has been little guidance from case law as yet and if my interpretation is challenged on one point, then it may be useful to have set out my interpretation on others.

The TBC Contract

Remuneration: Regulation 10(1)(a)(i) AWR

52. The Regulation 10(1)(a) requirement relating to pay is that the contract must include: terms and conditions in writing relating to the minimum scale or rate of remuneration or the method of calculating remuneration.

53. The TBC contract provided in respect of remuneration:

54. *"Your rates of pay will at all times be no less than the national minimum wage (NMW) currently in force per hour worked. Rates of pay may differ for each*

assignment and you will be notified in advance, including any relevant overtime rates.”

55. It was contended by the claimants that this information did not comply with the requirement of Regulation 10(1)(a)(i) AWR. The reference to the National Minimum Wage without details of the actual pay rate does not provide the agency worker with the necessary information under the regulation, or enable the worker to calculate his/her pay.
56. It was submitted by the respondents that the remuneration clause in the contract did comply with the Regulation 10(1)(a)(i) requirement. It was contended that the statutory wording provides three options to meet the remuneration term requirement: the minimum scale of remuneration; the rate of remuneration; the method of calculating remuneration. It was submitted that the TBC term provided both a minimum rate of remuneration and a method of calculating remuneration. They submitted that the reference to the National Minimum Wage was an acceptable and well known statutory construct, details of which were easily available. It would be unsustainable to expect the employer to update the contracts every time the National Minimum Wage was changed. The respondents contended that the wording of Regulation 10(1)(a) AWR, particularly that there be terms and conditions “relating to” remuneration, work location etc., meant that there was no need to specify precisely the amount of pay as contended by the claimant.
57. Applying the natural meaning of the words in the Regulations, I concluded that the TBC contractual wording at clause 4.2 did not comply with the 10(1)(a)(i) AWR requirement. The term ‘relating to’ does not obviate the need for clarity of terms. It is an introductory term which encompasses the list of different subject areas to be covered within the written contract. If those words were intended to allow general and imprecise terminology within those subject areas, the protection afforded by regulation 10 would be severely undermined.
58. Rather than there being three options for employers to comply with the requirement in respect of a remuneration term, I concluded that there were only two: firstly, the minimum scale or rate of remuneration, which requires either a fixed rate (for example £260 per week) or a sliding scale of remuneration depending on variables, for example types of shift worked, overtime etc.; or, secondly, a method of calculating remuneration. An ordinary interpretation of ‘a method of calculating remuneration’ must require the provision of sufficient information to enable the employee to arrive at a figure, for example overtime might be paid at 1.5 times the hourly rate and be payable for weekend working. A worker whose hours included weekends could then work out his/her actual pay if provided with the hourly rate; any variation to that rate and his/her hours of work.
59. Although the National Minimum Wage as set by the Government from time to time does provide a reference point for a scale of remuneration, depending on the age of the worker, the phrase ‘National Minimum Wage’ is not itself a scale or rate of remuneration. A scale or rate of remuneration or a method of

calculating remuneration requires figures to be provided which enable the agency worker to know with certainty what the minimum amount of pay is that they will receive.

60. Agency workers are often vulnerable workers whose first language may not be English. It would not be acceptable to require them to discover from an external source what their actual rate of pay will be, so that they are then in a position to calculate it by reference to their hours worked. Although the hourly rate of pay to which the National Minimum Wage applies changes on an annual basis and sometimes more frequently, I do not consider that the provision of a new Assignment form to agency workers by their employers to coincide with that change is an unsustainable or unreasonable expectation.
61. The sample TBC Assignment Details form at page 139 and the completed Assignment Details forms for the individual employees at pages 40, 75, 82 and 83 include the specific Rate of Remuneration which applied, giving figures for the standard rate of pay and for overtime rates. The fact that these further details were included in sample Assignment Details forms and in actual Assignment Details forms lends further weight to my conclusion that the wording in the main body of the contract, which referred to workers being notified in advance of assignments, of rates of pay specific to that assignment, was not sufficient on its own to meet the regulation 10(1)(a)(i) AWR requirement.
62. Were it to be established that TBC Assignment Details forms were provided before the beginning of their first assignment to all the relevant claimants in this case, completed with the information shown in the examples in the bundle, my conclusion would be that the TBC contracts met the regulation 10(1)(a)(i) AWR requirement relating to remuneration. I am satisfied that the preamble to the TBC contract makes clear that the Assignment Details Report forms part of the employee's contract of employment.
63. However, whether completed Assignment Details forms were provided to all claimants at the relevant time is an evidential matter on which I can make no finding. On the basis of the contractual documentation before me I concluded that the TBC contractual documentation without the accompanying completed Assignment Details forms did not meet the regulation 10(1)(a)(i) AWR requirement. In combination with the Assignment Details form completed as shown in the examples in the bundle, I concluded that it would have met the reg 10(1)(a)(i) requirement.

Location: Regulation 10(1)(a)(ii) AWR

64. Regulation 10(1)(a)(ii) AWR requires a term or condition in writing relating to the location or locations where the agency worker may be expected to work. The TBC main contract document does not specify a location. The definitions section at the beginning of the contract provides in respect of 'Client' 'The

customer organisation to whom you are assigned to work', but even a client name, had it been provided, would not necessarily provide a work location.

65. Work location is detailed in the sample Assignment Details form at p139, and in the completed Assignment Details forms for the individual employees included in the bundle at pages 40, 75, 82 and 83.
66. Were it to be established that TBC Assignment Details forms were provided to all the relevant claimants in this case at the relevant time, completed with location information as shown in the examples in the bundle, my conclusion would be that the TBC contracts met the regulation 10(1)(a) AWR requirement relating to work location. I am satisfied that the preamble to the TBC contract makes clear that the Assignment Details Report forms part of the employee's contract of employment.
67. However, whether completed assignment forms were provided to all claimants is an evidential matter on which I can make no finding. On the basis of the contractual documentation before me I concluded that the TBC contract without the accompanying completed Assignment Details form did not meet the regulation 10(1)(a)(ii) AWR requirement. In combination with the Assignment Details form completed as shown in the examples in the bundle, I concluded that it would have met the reg10(1)(a)(ii) requirement.

Expected hours of work during any assignment: Regulation 10(1)(a)(iii) AWR

68. The respondents referred to the wording of clause 5.6 which states: *"You have confirmed you will be available to work up to a maximum of 72 hours per week on Assignment and not less than one hour per week. However, assigned hours of work will vary according to the requirements of the Company's clients and will be notified to you in the relevant Assignment letter"*. They contended that this together with the Assignment Details form complied with the requirement for a term relating to expected hours of work during any assignment. The sample Assignment Details form and example Assignment Details forms for the individual employees provided only 'As advised' against 'Hours of Work'.
69. I was not satisfied that providing the maximum and minimum hours for which the worker will be available to work meets the requirement under Regulation 10(1)(a)(iii) AWR for a term relating to the expected hours of work during any assignment. Taking the ordinary meaning of the words, the expected hours of work must be those which it is anticipated that the worker will actually work during any assignment (which will not necessarily be the same as the hours of work for which the employee is available). Neither the contract nor the Assignment Details form provides this information and therefore I concluded that the TBC contract does not comply with Regulation 10(1)(a)(iii) AWR.

Maximum and minimum number of hours of work: Regulation 10(1)(a)(iv) and (v) AWR

70. The respondents contended that clause 5.6 set out above meets the requirement under Regulation 10(1)(a)(iv) and (v) AWR for a term that relates to the maximum and minimum number of hours of work that the agency worker may be required to work each week during any assignment. The claimants' representative submitted that clause 5.6 only referred to the claimants' availability for work and not to the maximum or minimum that they may be required by the employer to work.
71. Whilst it might be assumed that the maximum and minimum hours of availability for work of the worker would also be the same maximum and minimum figures for which they might be required to work, I concluded that without this being specifically stated, the term did not comply with the Regulation 10(1)(a)(iv) and (v) AWR requirement. The requirement is clear and the wording of the contract should not leave room for doubt. In circumstances where a worker is being excluded from the general protection afforded to agency workers under the Regulations, the requirements must be strictly applied, and where the term is ambiguous that ambiguity must be construed against the employer who has drafted the contract. I concluded that the contract did not include terms relating to the minimum and maximum number of hours that the agency worker might be required to work.
72. Although the sample Assignment Details form included the wording " *Reg 10 contracts are guaranteed a minimum of 1 shift per week*", this wording was not included on the individual Assignment Details forms and so those forms make no difference to my finding.

Nature of the work: Regulation 10(1)(a)(vi) AWR

73. The requirement under Regulation 10 AWR is for a term relating to the nature of the work that the agency worker may expect to be offered including any relevant requirements relating to qualifications or experience. The TBC contract included a list which showed a number of different categories of work against which a tick was supposed to have been made. No tick had been made against any of the work categories in any of the contracts included in the bundle. It was contended on behalf of the respondents that the wording of 10(1)(a)(vi) AWR 'the nature of the work the agency worker may expect to be offered' allows for a range of types of work to be listed, with no advance indication given of the particular work to be offered until the assignment is confirmed.
74. I concluded that the wording of clause 1 of the TBC contract which provided that one of the work categories would be ticked but against which no tick was made did not meet the requirements of Regulation 10(1)(a)(vi) AWR. The categories of work listed were very diverse, some of which would have required qualifications and/or experience and some of which would not. Giving the words of the statute their ordinary meaning I concluded that the

worker would expect to know from his contract the nature of the work he is going to be offered with more specificity than is provided by a list of 33 potential job types.

75. The TBC sample Assignment Details form includes an entry under details of the Type of Work, stating “*Warehouse 02 NDC AM CORE*” (p139). The same information is included in the example Assignment Details forms for the two individual employees. Whether that accurately or sufficiently describes the nature of the work done by those individuals (it is submitted on behalf of the claimant that it does not) and whether Assignment Details forms completed with the nature of the work were provided to all the claimants before the start of their first assignment are evidential matters on which I am unable to make a finding.
76. On the basis of the contractual documentation before me I concluded that the respondent had not established that the TBC contract met the regulation 10(1)(a)(vi) AWR requirement. I concluded that if the entry for Type of Work in the Assignment Details form was accurate and provided at the relevant time, then the contract in combination with the Assignment Details form would have met the regulation 10(1)(a)(vi) AWR requirement.

Summary of conclusions on TBC contract

77. It is clear that agency workers’ contracts lend themselves to a two part contract, a main contract including general terms of contract between the agency and the worker and an assignment schedule which would include the specific terms relevant to the work being carried out for a particular hirer.
78. It appears from the completed Assignment Details forms for the two individuals contained in the bundle at pages 40, 75, 82 and 83 that information was provided in these cases detailing rates of pay, location and type of work. However for the evidential reasons referred to above I cannot conclude that such Assignment Details forms were provided in all cases or that they were completed in the same manner. If it were to be established that completed Assignment Details forms were provided in all cases containing accurate remuneration and work location information at the relevant time, I would conclude that this would comply with reg 10(1)(a)(i) and (ii). The accuracy of the nature of the work stated raises a further evidential burden to establish compliance under reg 10(1)(a)(vi).
79. The contract is required to meet all of the requirements listed at Regulation 10(1)(a) AWR. If it fails on any one of the requirements it does not comply and the exemption under Regulation 5 AWR is lost. I concluded that the TBC terms and conditions as set out in the main contract failed to comply with any of the requirements in Regulation 10(1)(a) AWR. However I concluded that, subject to the evidential issues outlined above, the TBC Contract combined

with accurate Assignment Details forms would comply with reg 10(1)(a)(i),(ii) and possibly (vi).

80. The Assignment Details form provides no further information to establish compliance with with reg 10(1)(a)(iii), (iv) & (v), AWR. I therefore concluded that the exemption from Regulation 5 AWR provided by Regulation 10 AWR does not in any event apply to claimants employed under the TBC contract.

TFS and Tempay contracts

Remuneration: Regulation 10(1)(a)(i) AWR

81. The TFS and Tempay contracts both provide at clause 4 that workers will be paid '*at a rate of pay at least equivalent to the then current National Minimum Wage*'. There are later clauses in the contracts that refer to Travel and Subsistence adjustments and expenses but the only reference to a rate of pay is that contained in clause 4.

82. For the reasons set out at paragraphs 58 to 60 above, I concluded that simply referring to the National Minimum Wage without detailing a figure does not meet the requirements of Regulation 10(1)(a)(i) AWR.

83. The TFS and Tempay contracts provide in their definition of "*Daily Pay*": "*subject to paragraph 8 below, (the clause dealing with how payment is made) the amount of basic wages or salary payable to the Employee for any day calculated as the hourly rate, as notified to the Employee prior to the commencement of the Assignment and/or as varied during the Assignment or at any other time (provided always that such variation shall be notified to the Employee in writing) multiplied by the number of hours worked that day.*" This definition indicates that it is intended that the employee will be notified prior to the assignment of the actual hourly rate applicable to that assignment. I concluded from this that the reference to the National Minimum Wage in clause 4 is not intended to be the term that meets the requirement of Regulation 10(1)(a)(i) AWR.

84. There was no Assignment Schedule provided to accompany the TFS contract, so I could not conclude that compliance with the Regulation might have been achieved through an additional written document in respect of that contract.

85. The Tempay Assignment Details forms included in the bundle (for example at 216) provided, against '*Actual Rate of Pay*': '*[£] per hour As per pay scale*'. The documents at pages 307 and 334 apparently signed by Mrs DeSouza, appear to contain the relevant pay scales applicable to her employment for the specified periods. It is submitted by the second respondent that pay scales documents were provided to the claimants at the same time as their

Assignment Details schedules. Whether this is the case or not is a matter of evidence on which I can make no finding.

86. On the basis of the contract alone and without the evidence as to the existence of Assignment Details forms combined with pay scale documentation in each case, I concluded that the respondent had failed to establish compliance with the requirement of Regulation 10(1)(a)(i) AWR in either the TFS or Tempay contracts.
87. As regards the Tempay contract, provided it could be established that at the relevant time, such pay scale documents were provided to claimants alongside accurate Assignment Detail forms, I would conclude that these two documents combined with the principal contractual terms would form part of a contract of employment that included written terms and conditions relating to the minimum scale or rate of remuneration.
88. There was no compliance with Regulation 10(1)(a)(i) AWR established under the TFS contract, for which no Assignment Details forms were produced.

Location: Regulation 10(1)(a)(ii) AWR

89. The workers' initial work location is provided in the TFS and Tempay contracts included in the bundle. All the contracts produced have been completed in manuscript at clauses 44 (Tempay) and 43 (TFS) with the words 'Wincanton, Swindon.'
90. I concluded that provided that location details have been specified in manuscript in all the relevant TFS and Tempay contracts, those contracts comply with the requirement of Regulation 10(1)(a)(ii) AWR.

Expected hours of work during any assignment: Regulation 10(1)(a)(iii) AWR

91. It was contended on behalf of the respondents that clauses 45, 44 and 7 of the TFS and Tempay contracts meet the requirements of Regulation 10(1)(a)(iii) AWR. Clause 7 provides that the employee will be notified as to the hours of work prior to commencement of the Assignment. Clauses 45 (TFS) or 44 (Tempay) provide that the employee's expected hours of work are "any 5 days out of 7". It was asserted by the respondents that this gave the necessary information to the workers about their expected hours of work. It was also contended that it was not possible for the respondent to provide the expected hours of work during an assignment if the requirement was understood to be seeking the overall expected number of hours that the worker would work during an assignment. On behalf of the claimants it was contended that the "five days out of seven" wording did not comply, referring as it did to days of work rather than hours of work and did not state how many hours were in any working day.
92. I concluded that had the contract provided what number of hours workers were expected to work in a day, the reference to working five days out of

seven might have been sufficient to comply with the Regulation 10 AWR requirement. However without that information, the employee has no information as to what hours he/she might be expected to work. The Assignment Details form once again fails to clarify the position as it states against 'Hours of Work': 'Any 5 out of 7 days/nights as required', adding 'nights' in to the contractual provision.

93. The regulation 10(1)(a) AWR requirement is clear. Taking the words in their ordinary sense, the contract should include the hours of work that the worker would be expected to work during any assignment, for example, 40 hours per week. I did not accept that Regulation 10(1)(a)(iii) AWR requires a term which indicates the anticipated total number of hours that the worker was expected to work during the assignment. It is clear from the contractual provision that that is not how the requirement was understood by the respondents at the time.
94. I concluded that neither the TFS contract nor the Tempay contract combined with the Assignment Details Form provided the expected hours of work during any assignment and so did not comply with Regulation 10(1)(a)(iii) AWR .

Maximum number of hours of work: Regulation 10(1)(a)(iv) AWR

95. Clauses 46 (TFS) and 45 (Tempay) provide: *"the maximum number of hours which an employee may be expected to work each week during any assignment are:- 48, unless the Employee has provided a valid opt-out from the working week limit pursuant to the Working Time Regulations and wishes to work the extra hours."*
96. Both contracts contain a clause (42 – TFS, 41 – Tempay) whereby the employee, by signing the contract, opts out of the Working Time Regulations relating to the limitation on weekly working time, which the employee can reverse by opting back in on 3 months written notice.
97. It was contended on the claimants' behalf that the net result of the two clauses (TFS : 42 and 46 and Tempay: 41 and 45) was that there was no clear maximum number of hours of work. It was submitted that if, as was likely to be the case with most employees working under the TFS and Tempay contracts, they had remained opted out of the Working Time Regulations limit, then there was no maximum number of hours that they could be required to work.
98. The respondents submitted that the wording of the Regulation 10(a)(1)(iv) AWR provision was *'The maximum number of hours of work that the agency worker may be required to work each week during any assignment'* and that the net result of the clauses was that those employees who had opted in to the 48 hour limit on the working week would be subject to the maximum of 48 hours provided under the WTR; those who had opted out of that limit could

not be required to work additional hours above the 48 referred unless they wished to work the extra hours, as provided in the wording at the end of the clause.

99. I concluded that the maximum number of hours that the claimants could be required to work was 48, according to the relevant clauses of the TFS and Tempay contracts. I concluded that the contracts met the requirement of Regulation 10(a)(1)(iv) AWR.

Minimum number of hours of work: Regulation 10(1)(a)(v) AWR

100. It was conceded by the claimants that the provision at clause 47 (TFS) and 46 (Tempay) which stated:
“Subject to the minimum number of hours guarantee referred to at paragraph 4 above, the minimum number of hours per week that may be offered to the Employee during any assignment is:- 7 hours.”
met the requirement under Regulation 10(1)(a)(v) AWR for a term providing the minimum number of hours that the agency worker may be expected to work during any assignment and I concluded that it did.

Nature of the work: Regulation 10(1)(a)(vi) AWR

101. It was conceded by the claimants that the provision at clause 48 (TFS) and 47 (Tempay) which provided that the nature of the work offered was that of a general warehouse operative, for which there were no specific requirements in relation to qualifications or experience, complied with Regulation 10(1)(a)(vi) AWR, which requires a term relating to *“the nature of the work that the agency worker may expect to be offered including any relevant requirements relating to qualifications and experience”* and I concluded that it did.

Summary of conclusions on the TFS and Tempay contracts

102. In summary I concluded that neither the TFS contract nor the Tempay contract read on its own complied with Regulation 10(1)(a)(i) AWR.

103. If it could be established that accurate Assignment Details forms accompanied by pay scale documents were provided to claimants at the relevant time under the Tempay contract, I would conclude that these two documents combined with the principal contractual terms would form part of a contract of employment that included written terms and conditions relating to the minimum scale or rate of remuneration and achieve compliance with Regulation 10(1)(a)(i) AWR for the Tempay contract.

104. I concluded that both the TFS and the Tempay contracts complied with the requirements of Regulation 10(1)(a)(ii) (subject to the proviso set out in paragraph 90 above), (iv), (v) & (vi) AWR.

105. I concluded that neither the TFS nor the Tempay contract complies with reg 10(1)(a)(iii) AWR and as a consequence the exemption from Regulation 5 AWR provided by Regulation 10 AWR does not apply to claimants working under those contracts.

106. The case has been listed for a further case management Preliminary Hearing to make further directions for the hearing of these claims. Notification of the hearing date has been sent to the parties separately.

Employment Judge

RESERVED JUDGMENT & REASONS SENT TO THE PARTIES ON
14 September 2017

FOR EMPLOYMENT TRIBUNALS

	Case no.	Claimant
1.	1400846/2015	Mr D Afonso

**Case No: 1400846/2015 & Others
(See attached schedule)**

2.	1400847/2015	Mr A Afonso
3.	1400848/2015	Mr PA Afonso
4.	1400849/2015	Miss AA Afonso
5.	1400850/2015	Mrs C Afonso
6.	1400851/2015	Mr E Aguiar
7.	1400854/2015	Mr S Almeida
8.	1400857/2015	Mrs MR Almeida
9.	1400858/2015	Miss VA Alvares
10.	1400859/2015	Mr C Alves
11.	1400860/2015	Mr A Volvociar
12.	1400861/2015	Mr JD Araujo
13.	1400862/2015	Mr P Barreto
14.	1400863/2015	Mr E Barreto
15.	1400866/2015	Mrs JE Cabral
16.	1400868/2015	Mrs P Cardoso
17.	1400870/2015	Mrs BS Cardozo
18.	1400871/2015	Mr JI Cardozo
19.	1400872/2015	Mrs R Carvalho
20.	1400874/2015	Mrs D Carvalho
21.	1400875/2015	Mr PS Carvalho
22.	1400876/2015	Mr AM Cavalho
23.	1400877/2015	Mr FD Chan
24.	1400878/2015	Mrs S Clement
25.	1400879/2015	Mr S Colaco
26.	1400880/2015	Mrs A Correa
27.	1400881/2015	Mr F Cortez
28.	1400882/2015	Mr CM Cortez
29.	1400884/2015	Mr V Cunha
30.	1400886/2015	Mr M D Souza
31.	1400887/2015	Mr G D Souza
32.	1400888/2015	Mr OE D Souza

Case No: 1400846/2015 & Others
(See attached schedule)

33.	1400891/2015	Mr JS D'Souza
34.	1400892/2015	Mr SF D'Souza
35.	1400894/2015	Mrs V Da Costa
36.	1400895/2015	Mr R Da Costa Maia
37.	1400896/2015	Mr J Da Cunha
38.	1400897/2015	Mr C Da Cunha
39.	1400899/2015	Mrs L Da Cunha
40.	1400900/2015	Mr EA Da Silva
41.	1400901/2015	Mrs C Dcosta
42.	1400903/2015	Mr CR de Melo
43.	1400904/2015	Mr P de Sa
44.	1400905/2015	Mr J de Sousa
45.	1400907/2015	Mr YF de Souza
46.	1400908/2015	Mrs M de Souza
47.	1400909/2015	Mrs A de Souza
48.	1400910/2015	Mrs F de Souza
49.	1400911/2015	Mr MC Demelo
50.	1400912/2015	Miss P Demelo
51.	1400913/2015	Mr S Demelo
52.	1400914/2015	Miss GP Desousa
53.	1400915/2015	Mr SP Desouza
54.	1400916/2015	Mrs PS Desouza
55.	1400917/2015	Mr JT Desouza
56.	1400918/2015	Mr RD Deulkar
57.	1400920/2015	Mr C Dias
58.	1400921/2015	Mr M Dias
59.	1400922/2015	Mr D Dias
60.	1400923/2015	Mr R Dias
61.	1400924/2015	Ms T Dias
62.	1400926/2015	Mr C Dias
63.	1400928/2015	Mrs J Dias

**Case No: 1400846/2015 & Others
(See attached schedule)**

64.	1400930/2015	Mr P Dias
65.	1400931/2015	Mr F Dias
66.	1400932/2015	Mr DX Dias
67.	1400933/2015	Mrs D Dias
68.	1400934/2015	Mrs D Dias
69.	1400936/2015	Mrs S Dias
70.	1400937/2015	Mr V Dias E Fernandes
71.	1400938/2015	Mr J Dias Monteiro Cha
72.	1400940/2015	Mrs M Do Rego
73.	1400942/2015	Mr PA Estibeiro
74.	1400943/2015	Mr S Estibeiro
75.	1400944/2015	Mr M Estibeiro
76.	1400945/2015	Mr N Estibeiro
77.	1400946/2015	Mr J Fernandes
78.	1400947/2015	Mr P Fernandes
79.	1400948/2015	Mr A Fernandes
80.	1400949/2015	Mr RS Fernandes
81.	1400951/2015	Mr E Fernandes
82.	1400952/2015	Mrs H Fernandes
83.	1400955/2015	Mr S Fernandes
84.	1400956/2015	Mr C Fernandes
85.	1400957/2015	Mrs MA Fernandes
86.	1400958/2015	Mr J Fernandes
87.	1400959/2015	Mr CM Fernandes
88.	1400960/2015	Mrs V Fernandes
89.	1400961/2015	Miss M Fernandes
90.	1400962/2015	Mr PP Fernandes
91.	1400963/2015	Mr J Fernandes
92.	1400964/2015	Mr M Fernandes
93.	1400965/2015	Mr AM Fernandes
94.	1400966/2015	Mrs M Fernandes

**Case No: 1400846/2015 & Others
(See attached schedule)**

95.	1400968/2015	Mr JM Fernandes
96.	1400969/2015	Mr J Fernandes
97.	1400971/2015	Mrs FG Fernandes
98.	1400972/2015	Mr RJ Fernandes
99.	1400973/2015	Mr CC Fernandes
100.	1400974/2015	Mr AA Fernandes
101.	1400975/2015	Mr VL Fernandes
102.	1400977/2015	Mrs M Fernandes
103.	1400980/2015	Mr JA Fernandes E Mendonca
104.	1400981/2015	Mr X Fernandes
105.	1400982/2015	Mr P Fondekar
106.	1400983/2015	Mr P Foto
107.	1400984/2015	Mr I Fox
108.	1400985/2015	Mrs L Furtado
109.	1400986/2015	Mrs ID Gabor
110.	1400987/2015	Mr D Gomes
111.	1400988/2015	Mr C Gonsalves
112.	1400989/2015	Mr S Gonsalves
113.	1400990/2015	Mr F Gonsalves
114.	1400991/2015	Miss M Gonsalves
115.	1400992/2015	Ms W Gonsalves
116.	1400993/2015	Mrs WM Gonsalves
117.	1400995/2015	Mr D Gracias
118.	1400996/2015	Mr F Gracias
119.	1400997/2015	Mrs T Gracias
120.	1400999/2015	Mrs F Gurjao
121.	1401000/2015	Mrs BK Gurung
122.	1401001/2015	Mrs R Gurung
123.	1401002/2015	Miss A Jedrzejewska
124.	1401003/2015	Miss MG Joseph
125.	1401004/2015	Miss M Kedzierska

**Case No: 1400846/2015 & Others
(See attached schedule)**

126.	1401005/2015	Mrs I Kostanska
127.	1401006/2015	Mr J Law
128.	1401007/2015	Mr P Legace
129.	1401008/2015	Mr SG Lotliker
130.	1401009/2015	Miss S Maliszewska
131.	1401010/2015	Mr C Marques
132.	1401012/2015	Mr P Mascarenhas
133.	1401013/2015	Mr J Mascarenhas
134.	1401015/2015	Mrs S Menezes
135.	1401016/2015	Mr VP Miranda
136.	1401017/2015	Mr M Monteiro
137.	1401018/2015	Mr AA Naique
138.	1401019/2015	Miss D Naique
139.	1401020/2015	Mr BA Naique
140.	1401021/2015	Mr A Nunes
141.	1401022/2015	Mrs M Nunes
142.	1401024/2015	Mr J Pereira
143.	1401027/2015	Mr C Pereira
144.	1401029/2015	Mrs P Pereira
145.	1401030/2015	Mrs TZ Pereira
146.	1401032/2015	Mr PE Pereira
147.	1401033/2015	Miss A Pinto
148.	1401034/2015	Mr PA Pinto
149.	1401035/2015	Mr C Pinto
150.	1401038/2015	Mr A Pinto
151.	1401040/2015	Mrs L Pinto
152.	1401041/2015	Mr M Pinto
153.	1401042/2015	Mrs D Pun
154.	1401043/2015	Mr C Quadros
155.	1401044/2015	Mrs P Rebello
156.	1401045/2015	Mr DM Rego

**Case No: 1400846/2015 & Others
(See attached schedule)**

157.	1401046/2015	Mrs M Ribeiro
158.	1401047/2015	Mrs I Rodrigues
159.	1401048/2015	Mr N Rodrigues
160.	1401049/2015	Mr AB Rodrigues
161.	1401050/2015	Mr C Rodrigues
162.	1401051/2015	Mrs V Rodrigues
163.	1401052/2015	Mr A Rodrigues
164.	1401054/2015	Miss A Rodrigues
165.	1401055/2015	Miss TF Rodrigues
166.	1401056/2015	Mr NJ Rodrigues
167.	1401057/2015	Mr E Rodrigues
168.	1401058/2015	Mr J Rodrigues
169.	1401060/2015	Mrs SA Rodrigues
170.	1401062/2015	Mr J Rosario
171.	1401063/2015	Miss W Rosario
172.	1401064/2015	Mr J Rzepka
173.	1401065/2015	Mrs SM Silva
174.	1401066/2015	Mr CD Silveira
175.	1401068/2015	Mr R Siqueira
176.	1401069/2015	Mr S Soares
177.	1401070/2015	Miss S Souza
178.	1401071/2015	Miss D Stagg
179.	1401072/2015	Mr AA Travasso
180.	1401073/2015	Mrs HM Travasso
181.	1401074/2015	Mr M Vales
182.	1401075/2015	Mrs RA Vales
183.	1401076/2015	Mrs QV Vales
184.	1401077/2015	Mr A Vales
185.	1401078/2015	Mr PR Vas
186.	1401079/2015	Mr F Vas
187.	1401080/2015	Mrs P Vas

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(See attached schedule)**

188.	1401081/2015	Mr E Vas
189.	1401082/2015	Mrs S Veluscar
190.	1401084/2015	Mr W Wysocki
191.	1401085/2015	Mr M Wysocki