



EMPLOYMENT TRIBUNALS

BETWEEN

CLAIMANT
MR C BARNETT

V

RESPONDENTS
CASTLEOAK GROUP

BEFORE: EMPLOYMENT JUDGE W BEARD

JUDGMENT

The tribunal has no jurisdiction to hear the claimant's claim of breach of contract.

REASONS

1. The claimant claims breach of contract pursuant to the Employment Tribunals (Extension of Jurisdiction) (E & W) Regulations 1994. The respondent denies that the claimant was its employee.
2. I began by discussing the issues with the parties from which the following agreed facts emerged.
 - 2.1. The respondent made arrangements for the claimant to carry out work with the respondent through a third party, Sphere Solutions.
 - 2.2. The claimant was presented to the respondent as a potential "freelance" engagement by Sphere.
 - 2.3. E-mail negotiations took place between Sphere and the respondent as to the hours of work and rates of pay the claimant would need to provide his services to the respondent and agreement was reached.
 - 2.4. The basis upon which the claimant would be paid was that Sphere would invoice the respondent, that the respondent would pay Sphere for the claimant's services.
3. I considered that, on the basis of those agreed facts and the documentary evidence that supported them and which showed the formation of the agreement in question, that I did not need to hear further evidence.
4. The provisions of The Employment Tribunals Extension of Jurisdiction (England & Wales) Order 1994 allow an employment tribunal to deal with any contract claim arising or outstanding at the termination of the claimant's employment. It is

a specific requirement that the claimant be an employee of the respondent. The law to be applied is the ordinary law of contract.

5. There was no offer of work made to the claimant, the offer was to Sphere. There was no acceptance of work by the claimant Sphere accepted the offer made by the respondent. On that basis there is no contract between the claimant and the respondent. I am unable to draw any conclusion as to whether the claimant was an employee of Sphere or not, but it is clear that any contractual arrangement involving the claimant to carry out this work was between Sphere and the claimant. On that basis in the absence of a contractual agreement made between the claimant and the respondent he cannot be an employee of the respondent.

Employment Judge N W Beard

Dated: 01 June 2018

JUDGMENT SENT TO THE PARTIES ON
5 June 2018

FOR THE SECRETARY OF EMPLOYMENT TRIBUNALS