



EMPLOYMENT TRIBUNALS

Between:

Miss M Danesi
Claimant

and Staffline Recruitment Limited
Respondent

Heard at: Leeds **on:** 8 April 2021

Before: Employment Judge Cox

Representation:

Claimant: Did not attend and was not represented

Respondent: Mr Symons, solicitor

REASONS

1. The Respondent is a staffing agency that places operatives mainly in the logistics and food industries. The Claimant presented a claim for a statutory redundancy payment. To qualify for such a payment, she needed to be an employee of the Respondent. The Respondent denied that she was its employee.
2. The Claimant did not attend the Hearing of the claim but the Tribunal considered the content of her claim form and various documents she submitted in advance of the Hearing, including a document entitled "Precedents Additional Information". This document set out arguments on why she was the Respondent's employee, which appeared to have been written by someone giving the Claimant advice.
3. On behalf of the Respondent, the Tribunal heard oral evidence from Mr Piotr Hauslinger, an Account Manager. It also considered a small number of documents to which he referred in the file prepared for the Hearing.
4. The Tribunal made the following findings on the basis of those documents and evidence.

5. Throughout the Claimant's employment with the Respondent, which lasted around four years, she was assigned to work at the premises of Williams Lea at Normanton. Williams Lea contracted with DHL for the supply of agency workers. DHL in turn contracted with the Respondent for the supply of agency workers, and the Claimant was supplied under that contract. The work involved in the Claimant's assignment at Williams Lea related to the processing of PPI claims.
6. When taking the Claimant onto its books, the Respondent interviewed her and carried out various checks, including whether she had Level 2 Disclosure and Barring Service clearance, which she needed for the work at Williams Lea. The Respondent maintained that when the Claimant was taken on she signed a document headed "contract for services". She denied in correspondence with the Respondent that she had ever signed this document and the Tribunal noted that the signature on the slip acknowledging acceptance of those terms that purported to be hers was significantly different to that on other documents the Claimant had signed when she joined the Respondent. On that basis, the Tribunal was not satisfied that the Claimant had signed any written contract with the Respondent. The Tribunal was also referred to two documents, entitled "Contract for Service" and "Contractor Handbook" which set out the Respondent's standard terms and conditions for its workers and stated that the worker was not the Respondent's employee. The Tribunal heard no evidence, however, that the Claimant herself had seen, read or accepted these documents.
7. The Tribunal therefore deduced the nature of the Claimant's employment relationship with the Respondent from the way in which that relationship operated in practice.
8. The Claimant was paid by the Respondent at an hourly rate for her work, based on the timesheets that were generated automatically by a facial recognition system that operated at the Normanton site. The Respondent then invoiced DHL for the hours that the Claimant had worked. Whilst the Respondent authorised the Claimant's holiday requests, it approved them only if they were compatible with the requirements of Williams Lea. If issues of work performance or discipline had arisen in relation to the Claimant, the Respondent would have addressed those matters with her, but only if they were raised with the Respondent by Williams Lea. During her employment the Claimant was under the supervision and control of Williams Lea at all times. The work she did was for the benefit of Williams Lea, not the Respondent. When the PPI project on which the Claimant was working was coming to a conclusion, Williams Lea asked the Respondent to make the Claimant, and other agency workers who worked to the end date of the project, a loyalty payment of £1,000 on its behalf. (Although the Respondent administered this

payment, it then re-charged it to DHL, who presumably re-charged it to Williams Lea.)

9. For a contract between an employer and a worker to be a contract of employment, the employer needs to exercise a sufficient degree of direct control over the worker's work. Assessing all the features of the Claimant's relationship with the Respondent in the round, the Tribunal concluded that the necessary level of control did not exist in this case.
10. As the Tribunal did not accept that the Claimant was the Respondent's employee, her claim for a statutory redundancy payment failed and was dismissed.

Employment Judge Cox
Date: 27 April 2021