



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr C Bryan

**Respondent:** RROM International Ltd

**Heard at:** Leeds by CVP

**On:** 20 December 2022

**Before:** Employment Judge Maidment

## Representation

**Claimant:** In person

**Respondent:** Mr H Murani, Director

**JUDGMENT** having been sent to the parties on 5 January 2023 and written reasons having been requested by the claimant in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

## REASONS

1. The claimant brought a complaint against the respondent for unauthorised deductions from wages. He maintained in his claim form that his employment with the respondent commenced on 4 April 2022 and ended on 7 August of that year. He maintained that he was employed by Mr Husien Murani and was “retained as a graphic and website designer”. He maintained that he developed a range of projects to focus “on the brand’s awareness”. Despite requests from him he said that no written contract was provided. He was not paid when he expected, but finally did receive a payment of some monies. When then he did not receive a payment for July, he said that he could not afford to travel to work anymore and effectively at some point shortly thereafter ceased to provide any services.
2. The respondent’s response asserted in brief terms that the claimant was never an employee.

3. Various documentation was submitted to the tribunal in advance of the hearing by both parties, but not in the form of any coherent file of documents. They included from the claimant examples of invoices he had sent out whilst working in a freelance capacity. Essentially, the lack of invoices rendered to the respondent and indeed “KangVAPE” was said by him to contradict any status of self-employed contractor with those businesses. The claimant said: “I had a job with KangVAPE. If I was contracted I would have sent invoices out before they paid me.” The claimant provided evidence of a universal credit claim where he referred to having not been paid by “KKL Enterprises/kangvape”. Correspondence had been sent on behalf of the claimant by Contract Recovery Solutions to Mr Murani seeking a payment of £1750 “for invoice work for the past 2 months.” Reference was made to the client name “KangVAPE” and, in the body of the email, to KKL Enterprises. Another request for payment from the claimant referred to work for KangVAPE and set out amounts due for particular tasks in the round sums of £800, £1000, a further amount of £1000, £350 and £650. Travel expenses were claimed of £36. The documentation illustrated that the claimant appeared to advertise his services through a coreybryan.co.uk website where examples of work done for clients, including KangVape, were displayed.
  
4. Various witness statements were supplied by individuals on behalf of the respondent. The closest attempt at a coherent explanation of the claimant’s status was a statement that the claimant was freelancing on a self-employed basis for the respondent who at the time was providing services to the KKL group. The claimant was said to have expressed an interest in an employed role and Mr Murani of the respondent put forward a possibility that the KKL Group, could permanently take on the claimant as a graphic designer sometime in late August. A contract was being drawn up.
  
5. Against this background, the tribunal determined to hear evidence firstly from the claimant in an effort to understand the nature of his relationship with the respondent. The claimant said that he had been offered a job by Mr Murani and had been told he would be working for KKL Enterprises. He had received 2 payments from the respondent and had queried why payments had come from them when “I work for KangVape”. He said that Mr Murani had originally approached him “as KangVAPE” and had asked him if he would take on the role as a graphic designer for them. At first he did that remotely, but when KangVAPE opened an office in an industrial estate in Sheffield he worked from those premises. He said that when he started working there it was difficult to do a real job. He noted that people were asleep at their desks and their IT equipment was not up to scratch. He said he was told that he would start on a wage of £10 per hour the first few months and that this would increase to £15 per hour once the office was set up.

6. The claimant accepted that he had a business website and anyone who used him as a freelancer would be sent invoices. He had asked for permission to display images of work he had completed for KangVAPE. When he was seeking payment of monies due he said that a debt recovery company he had contacted had said that he worked for KangVAPE. The claimant told the tribunal: "if I'm honest I never knew what money I was on." He said that he had brought a claim against the respondent because there was no business he "could go to court with". Also, he had received payments through the respondent.
7. In answer to questions from Mr Murani, the claimant said that Mr Murani had presented him with an opportunity to work as a graphic designer for KangVAPE. The claimant said that he had generated payment requests for various amounts to Mr Murani as "it was the only way to get your attention". The claimant said that he did not know that the respondent had anything to do with his working arrangement.
8. Mr Murani explained that KKL Enterprise Limited, trading now as KangVAPE, was formed in January 2022. This business sells e-cigarette/vaping products. Mr Murani is not a director. He is a director of the respondent which provides a variety of services, sometimes on a consultancy basis to other businesses. KKL Enterprises asked the respondent to help set up their business arrangements including for the UK delivery of products. The respondent had also administered payments on behalf of KKL Enterprises Limited which had included sums of £1000 in May, £750 on 6 June and £1500 in July made to the claimant. Mr Murani said that he had also lent the claimant money from his personal account.
9. On being asked questions by the claimant, Mr Murani reiterated that KKL was a client of the respondent which had provided management services to KKL. He maintained that all services that the claimant had performed for KKL was on a self-employed basis. He said that the respondent never had any capacity to hire the claimant as an employed person and any job would be with KKL once it was up and running. There was never any hourly rate discussed and that would have to be sorted out by KKL and depend on how they setup any contract with the claimant.
10. Mr Murani expressed the view that if assets in the claimant's possession and work performed for KKL were returned by the claimant, he believed that the sum of £390 would be due to the claimant.
11. Having heard the aforementioned evidence, the tribunal explained that it had had not been able to reach a conclusion that the claimant had any form of contractual relationship with the respondent. The claimant's own case appeared to be that he worked for KangVape which appeared to have been operated by the legal entity, KKL Enterprise Limited. Mr Murani personally

had acted as an intermediary in terms of introducing the claimant to KangVAPE for whom the claimant had provided some services. The claimant was unaware of the respondent beyond it having paid to the claimant some round figure amounts, which it had done on behalf of KangVape. It was not the claimant's case that he was employed by the respondent or that any arrangement to provide his services to the respondent was ever agreed with the respondent. Any promise of a future contract of employment was one with KangVAPE.

12. The respondent has no association in a legal sense with KKL Enterprises Ltd. That company has been a client of the respondent only. As part of their business relationship, payments were made to the claimant by the respondent on behalf of KKL Enterprises Ltd in circumstances where this company was a new start-up and had asked the respondent to provide services in helping it to commence trading in the UK.
13. In such circumstances no claim could succeed against the respondent for unpaid wages whether on the basis of the claimant having the status of an employee or worker of the respondent. In any event, throughout the course of his evidence the claimant had been singularly unable to say how much money was due to him. He does not know. The tribunal explained to the claimant that he had named the wrong respondent in his claim. The claimant appeared to believe that it was an injustice that the named respondent or anyone else could not still be ordered to pay him a shortfall in wages. Again, the claimant had not, in any event, evidenced any specific amount owed to him.
14. The claim for unauthorised deduction from wages pursued against the only named respondent in these proceedings must therefore fail.

Employment Judge Maidment

Date 20 February 2023

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