



## EMPLOYMENT TRIBUNALS

Claimant

Respondent

**Ms. Jasmin Dear**

v

**Blocsphere Licensing UK  
Limited (1)**

**Blocsphere Property  
Management Limited (2)**

**Heard at: Birmingham via CVP      On: 19 January 2024**

**Before: Employment Judge Wedderspoon**

**Representation:**

**Claimant: Mr. Allaway, representative**

**Respondents: Mr. Davies, Managing Director**

## JUDGMENT

1. The Tribunal has no jurisdiction to hear the claimant's claim and it is dismissed.

## REASONS

1. The Tribunal dismissed the claimant's claim following giving Judgment on 19 January 2024. These are the written reasons requested by the claimant.
2. By claim form dated 29 April 2022 the claimant makes claims for holiday pay; national minimum wage and a written statement of terms and conditions.
3. The purpose of the hearing was to establish the employment status of the claimant. The claimant's case is that she was an employee of alternatively a worker within the meaning of section 230(1)(b) of the Employment Rights Act 1996. The respondent disputes this and states that the claimant's service company entered a franchise agreement with the respondent's business and the claimant was self-employed.
4. The Tribunal was provided with an electronic bundle of 276 pages, along with a chronology of major relevant events; a witness statement from the claimant and the claimant's submissions. Mr. Davies, Managing Director of the respondent, also provided a witness statement.

### FACTS

5. At the age of 19 years the claimant found herself in a difficult financial predicament and at risk of becoming homeless when her mother sustained an attack and was unable to leave the home. The claimant became her mother's carer. At that time the claimant acted on a self-employed basis as a property clerk for a company called Full Vibrant Energy Matters, picking up some shifts. For the work she completed for them as a self-employed individual, she would raise an invoice and she was paid by the company for this work.

6. On or about 6 October 2021 the claimant saw an advertisement on the Indeed website a well-known website used for advertising jobs. The advertisement stated at page 81 that the post was to be full time permanent role as a local property manager. The advert promised a salary of up to £45,000 a year (see page 81 to 84). There was no suggestion in the advertisement that this was to be a “franchise arrangement”. Mr Ashley confirmed in his evidence that that word “franchise” did not expressly feature in any of the documentation until the respondent lodged its ET3 to the Employment Tribunal claim.
7. Upon responding to the advertisement, the claimant was sent by Jake Lockerman (a partnership recruitment administrator at the respondent) a brochure about the role of the local property manager which included reference to a “licence agreement” at page 41 to 42. The brochure did not expressly mention licence but the attached document was titled “local property manager job specification nationwide” (page 85 to 90) contained within one of the documents subheadings it says *“what will my day-to-day job”* entail page 87; the job being referred to was the role of local property manager. At page 89 it refers to property managers being paid *“£45,000 plus; Commission is uncapped with local property managers retaining 70% of income generated and deal sizes varying from £2,500 up to £50,000 per annum”*. The description of the role was set out at page 89 *“be your own boss-self-employed and home based with flexible working hours you can achieve that perfect work life balance you have always dreamed of we provide assistance in setting up your own limited company obtaining the relevant insurances and industry redress scheme registration.”* Mr. Lockerman requested that the claimant read the information and sign if she understood and wanted to proceed.
8. Following receiving the brochure the claimant contacted Jake Lockerman and he invited the claimant to attend a zoom interview on 8 October 2021. The interview lasted about 20 minutes and later that morning, Mr Lockerman emailed the claimant stating that if she became a local property manager they could offer her property to manage in her area, Lincoln. It was also explained to the claimant she could get 30% of the management fee for the 1st 12 months which would then revert back to 70%. Mr. Lockerman promised the claimant immediate income and would be in touch again the following week. The claimant informed the Tribunal that she did not consider it odd that she was not being paid wages as such.
9. On 11 October 2021 the claimant received an e-mail from partnership operations manager, Ms Oliver who confirmed the respondent did not require a second interview and the claimant was told that her application would be progressed to the next stage. She was provided with a “letter of intent” at page 129 to 134. The letter of intent stated at page 129 *“this document will establish the basic terms to be used in a future licence agreement between the individual and/ or proposed licensee and the licence or including permission by the individual and or the proposed licensee for the licensor to conduct certain due diligence cheques prior to offering a licence”*. Contained within the document at page 131 the proposed licensee was described as JD Property Services. This document stated the purpose of the relationship as (A) the licensor parent company has developed the branded business which is carried on under the trade name. (B) the licence the parent company has built up a reputation and goodwill in the trade name

which is associated with high standards of service (C) the licence the parent company is the exclusive owner of all rights in the trademarks (D) the licence the parent company has developed specialised services to be used in the branded business (E) the licence of parent company is the owner of intellectual property rights in the system (F) the licence the parent company has applied to register the trademarks which are associated with the services (G) the licence the parent company permits the licensor to licence the use of the branded business, trade name, trade marks, services and intellectual property on behalf of the licensor parent company as the licensor sees fit under the terms of this agreement (H) the licensee wishes to acquire from the licensor the right and partnership to operate the branded business in accordance with the terms of this agreement (I) the individual has agreed to guarantee the obligations of the licensee under the terms of this agreement.

10. On 12 October 2021 Ms Oliver emailed the claimant to arrange a zoom call about getting a limited company set up and the final licence signed and some training (see pages 55 to 56 and page 54A to 54 B). Ms Oliver also gave the claimant some advice as to the name to give her limited company.
11. On 12 of October 2021 the claimant signed and emailed Ms. Oliver a copy of the respondent's operations manual page 91 to 96. On 14 October Ms. Oliver emailed the claimant with a link to set up a limited company and register it at Companies House page 57 to 58. Following these instructions on 18 October the claimant set up a limited company and registered at Companies House a company called "JD Property Services Management Limited". The claimant is the only officer of the company and the Tribunal accepted her evidence when she said she only set it up because Ms Oliver told her to do so. The claimant also set up a business insurance for the new company to start cover on 24 of October. The claimant was also emailed by Ms. Oliver a 55 page document called partnership agreement which she called a licence (see pages 135 to 190).
12. The agreement was termed "a partnership agreement". Parties to the agreement included the two respondents and the company set up by the claimant JD Property Services Limited named as a licensee; the claimant was identified as the individual who was guaranteeing the debts of the licensee company.
13. The Tribunal accepted the claimant's evidence that she had no business expertise or experience and she thought the terminology used of the word licence or and licensee was a "more fancy name" for the relationship that she was entering into. She did not seek any legal advice prior to entering into the arrangement nor did the respondents suggest that she should do so. The claimant informed the Tribunal that she was not in a financial position to have actually sought any legal advice at that time.
14. The document entitled partnership agreement sets out various definitions including the company set up by the claimant is "the licensee". Although Mr Davies as managing director of the company disputed that this could have caused any confusion, the Tribunal determined that the claimant was confused as to the terminology used for the arrangement she was entering into. However, the claimant conceded at no time was she told that she was to be an employee of either of the respondents. The agreement does not suggest that she was an employee either. In fact the material sent to the claimant by the respondent prior to her entering the agreement clearly

- stated she was to be paid commission and she was to be self-employed via the licence agreement. By the time the claimant entered the agreement the Tribunal finds that she was aware that she was operating a business namely JD Property Services Limited and that her services company was providing services for the respondent and working for a profit.
15. JD Property Services and Management Limited subsequently entered into a standard licencing agreement with Blocsphere Licencing UK limited dated 19 October 2021 with a three-year term commencing 21 October 2021. The claimant acted as guarantor to JD Property Services and Management Limited in respect of certain obligations under the licence including failure of the company to make payment of the monthly licence fee.
  16. Mr Davies stated as part of an audit carried out during 2021 Blocsphere licencing UK limited carried out HMRC's IR 35 assessment. This assessment he stated was used in business to business relationships to confirm that no employment arises as part of these relationships. HMRC issued Blocsphere Licencing UK Limited with the checks employment status certificate advising that the relationships Blocsphere licencing UK creates via the licence agreements are those of a business to business relationship. Under cross examination, Mr Davies accepted that the information which HMRC receives is only from Mr Davies and therefore his perspective will only be taken into account by HMRC.
  17. Mr. Davies Managing Director of the respondent stated that Blocsphere Licencing (UK) Limited is a wholly owned subsidiary of the Blocsphere Property Management Limited. Blocsphere Licencing UK limited was incorporated to manage the franchising operations of Blocsphere Property Management Limited. Blocsphere Property Management Limited as parent company provides certain services to Blocsphere Licencing UK Limited to assist with its franchise operations such as marketing. Blocsphere Licencing UK limited offers franchising or licencing opportunities to companies in the same way as nearly every other franchise or licencing operation currently running in the UK which is used in everything from a simple car valeting franchise to household franchise brands such as McDonald's and subway.
  18. On 19 October 2021 Ms Oliver emailed the claimant to say "welcome to the team" and thanked her for getting the final licence signed off. She also informed the claimant she would be emailing her an initial invoice so that the marketing kit could be ordered and received in the training week; see page 59 to 60. The claimant's company was invoiced for training and the claimant paid the total bill of £594 in two instalments 21st of October and 23rd of November pages 212 and 214 despite that clause 9.11 of the partnership agreement stating that the initial training would be free of charge.
  19. The claimant commenced work on Monday 1 November managing a single residence block of 40 units called Fitzwilliam in Lincoln. When the claimant arrived to the site it stated "welcome to the block sphere team" on a note page 121-122. An online photograph of the claimant was placed on the company website of the respondent (page 109 to 110) identifying her as the local property manager. She was given block sphere branded items including business cards, a jacket and pens page 119 to 120 123- 126. Blocsphere branded business cards named the claimant as a "block sphere local property manager" see pages 119 to 120. She was also given a Blocsphere branded ID card on which she was called staff (p117 to 118). On

- the block sphere website she was named as the LPM (local property manager) for Lincoln (page 109 to 114).
20. The claimant referred to a great deal of control being placed upon her including that she must operate the licences business strictly in accordance with the respondent's manual (clause 7.1.1 page 145 of the manual); at pages 96 to 97 the manual also informs the licensee of targets and minimum standards expected by blocks that is specifically 15 units per month (page 93). The reality is that the claimant was working 9 to 5 Monday to Friday with emergency calls outside of these hours on a fairly regular basis. The agreement set out these hours at clause 1.1 page 137.
  21. The claimant worked mostly from home, answering emails or phone calls and trying to find new clients for the respondents. Occasionally the claimant had to go to the Fitzwilliam site for property maintenance needs. Customers who rented units paid the first respondent a management fee. The second respondent, on behalf of the first respondent invoiced the claimant every month for the ongoing licence fee. The claimant's company then invoiced the first respondent every month her fee for managing the property.
  22. Customers rented the units; paid R1 a management fee; R2 on behalf of R1 would invoice the claimant every month for the ongoing licence fee and likewise the claimant invoiced R1 every month her fee for managing the property. The claimant's management fee would therefore come out of the overall management fee paid to R1 by the customer. Although R2 on behalf of R1 invoiced the claimant every month for part of the licence fee (see pages 219 to 222 and 229-230) neither respondent expressed an interest in the claimant's bills and when she emailed them with invoices the claimant wasn't paid except for one payment (page 127-128). On 1 January she was invoiced £234 for the LPM licence agreement monthly territorial fee (at page 221 to 222). On 6 January the claimant invoiced the respondent the November management fee of £321.26 (see pages 223 to 224). On 13 January she further invoiced her December management fee page 267 and page 225 to 226. The invoice was actually paid on 17 January but after her payment of £234 to R1 on the same day. After some 2 1/2 months after the claimant working for the respondents she was left with a net pay of £33.72 (£267.72 minus £234) see pages 127 to 128. The claimant became dissatisfied with the arrangement after making a net loss of approximately £560.28 taking into account the training fee she paid and determined to terminate the arrangement on 24 January 2023.
  23. On 24 January the claimant emailed the respondent to say she wanted to end the licence (page 227 to 228). Mr Davies emailed stating there was an early termination of the business contract; this was not an employer or employee relationship so that the monthly territorial fee was payable for the remainder of the term (three years) but he offered to reduce it by half he attached an invoice. The claimant disputed this amount of money. On 3rd February the respondents issued a letter before action and proceeded to take county court action against the claimant.
  24. Mr Davies evidence to the Tribunal was that JD Property Services Management Limited became in breach of its obligations under the licence terms in December 2021 when it terminated the agreement because it failed to make payment of the monthly licence fee.

Submissions

25. The respondent submitted that the claimant was not confused as to whether she was an employee or worker; he relied upon the contents of his witness statement. He rejected that the claimant ever believed she was an employee/worker. He submitted the claimant was aware she was not being paid wages. He submitted the claimant only raised the issue of employee/worker status when his company was chasing her for monies owed under the licence agreement after she terminated the arrangement.
26. The claimant's representative provided a detailed written submission. The claims representative submitted that the claimant was employed by the second respondent or first respondent or alternatively was a worker and therefore was entitled to holiday pay, national minimum wage and a written statement of terms and conditions. The claimant placed reliance on the following cases **Byrne Brothers (Formwork) v Baird and others (2002) IRLR 96** and **Uber v Aslam (2021) UKSC 5**; **Pimlico Plumbers Limited v Smith (2018) UKSC 29**; **Ready Mixed Concrete (South East) Limited v Minister of Pensions and National Insurance (1968) 2 QB 497**; **Hospital Medical Group Limited v Westwood (2012) EWCA Civ 1005**; **Nursing and Midwifery Council v Somerville (2022) EWCA Civ 229**; **Market Investigations v Minister of Social Security (1969) 2 QB 173**; **Lee Ting Sang v Chung Che- Keung (1990) UKPC 9**. The claimant drew attention to the different labels used in the partnership agreement; namely licensee; individual; franchisor; franchisee which it was submitted made it unclear as to the nature of the agreement.
27. The reality of the situation is that the claimant was working under at least a workers' contract. The claimant relied upon the Indeed website used to advertise the job; the fact that the claimant had to make an application; the title of Local Property Manager; the job specification document which described what the day to day job would entail. The claimant also relied upon the manual which set out what the claimant was expected to do as a local property manager including carrying out site inspections; overseeing property refurbishments; acting as a main point of contact for residents; sourcing new business. It was submitted pursuant to the agreement dated 19 October 2021 the claimant as an individual had a contractual relationship with the second respondent and actually worked for the second respondent. Further it was submitted that pursuant to clauses 8 and 9 the claimant had the right to send a substitute from her company to perform the work; so that the claimant was not obligated to provide personal service but sending a substitute is not inconsistent with personal service under a contract. It was submitted the right to send a substitute was very limited in this case and there was a requirement placed by the respondent that sufficient number and quality of employees (clause 8.1.1); to meet customer demand (clause 8.1.4); substitute had to have completed relevant training (8.1.2 and clause 9.2) and a substitute employee must attend further training if reasonably required and training was charged for by the first respondent. It was submitted simply being registered as self employed for tax is not determinative of employment status; workers are likely to be subordinates and all the facts must be considered. The respondent exercised a great deal of control over the claimant; dictating hours of business; requiring work to be completed in accordance with the manual; she could not sell shares in her company without notifying the first respondent. It was submitted that the

dominant purpose of the contract was personal service; the claimant relied upon the advertisement on the Indeed website along with a reference to salary and the insistence that the claimant set up a company. Further the claimant submitted that the claimant was fully integrated into the business by reason of the business cards, uniform; referred to being part of the team and being mentioned on the website. Further it was submitted the economic reality was although the claimant was registered as a director of a personal services company, this was a requirement of the respondent to get paid and she had to submit invoices to get paid. The claimant contended there was mutuality of obligation by reason of the fact she was working regular hours of an employee; the practical reality is that sending a substitute was limited; she was referred to on the website as a local property manager.

#### The Law

28. Section 230 of the Employment Rights Act 1996 defines employee and worker for the purposes of entitlements and rights under that Act.
29. An employee is defined as an individual who was entered into or works under a contract of employment whether oral or in writing or implied (see section 230(1) and (2) of the ERA).
30. A worker is defined as an individual who has entered into or works under (a) contract of employment i.e. an employee or (b) any other contract (express or implied) whether oral or in writing whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract a client or customer or any professional business undertaking carried out by or carried on by the individual (see section 230 (3) ERA). An individual who satisfies section 230(3)(b) definition is colloquially known as a “limb b worker”.
31. An individual who is neither an employee nor a worker will be an independent contractor i.e. self-employed for employment law purposes.
32. The Supreme Court in the case of **AutoClenz Limited v Belcher 2011 ICR 1157** held that the written agreement is not decisive in determining employment status and the relative bargaining power of the parties must be taken into account. In the Supreme Court case of **Uber v Aslam 2021 ICR 657** it was stated that worker status is a question of statutory not contractual interpretation and is therefore wrong in principle to treat the written agreement as a starting point.
33. In the case of **Terberg v Simply Smile Manor House Limited 2023 EAT 2**, the EAT considered that the Supreme Court decision in Uber did not displace or materially modify the Autoclenz approach; it does not mean that the written terms are in every case irrelevant or could never accurately convey the true agreement of the parties.
34. To fit within the limb (b) worker status the individual in question must have entered into a direct contract, express or implied, to provide personal service to an employer. The existence of a separate company through which the individual services are provided will normally be fatal to any employment based claim.
35. In the case of **Plastic Omnium Automotive Limited v Horton 2023 ICR D3** there was a written contract between HS Personal Services Company and POA limited for the provision of HS services with no possibility of H sending a substitute. H provided services to POA Limited for over 8 years during which time he was fully integrated into the business. The EAT stated

the main question was whether POA Limited was a client or customer of HS; personal services was relevant but one that fell to be determined after the contractual issue was addressed. In this case, it was found that there was a contract between HS personal service company which had a separate legal identity and POA limited and that reflected the parties true agreement and in those circumstances there was only one legally correct outcome; H was not a worker.

36. In the case of **Sejpal v Rodericks Dental Limited (2022) EAT 91** HHJ Tayler suggested the adoption of a structured approach to the application of the words of the statute. At paragraph 10 of the judgment he stated, for an individual A to be a worker for another B pursuant to section 230(3) of the ERA, A must have entered into or work under a contract or possibly in limited circumstances some similar agreement with B and A must have agreed to personally perform some work for B. At paragraph 11, HHJ Tayler stated however A is excluded from being a worker if A carries on a professional business undertaking where B is a client or customer by virtue of the contract.
37. Mrs Justice Eady in the case of **Catt v English Table Tennis Association Limited and others 2022 EAT 125** emphasised the importance when considering worker status of an initial focus upon whether there was a contract between a claimant and a putative employer through which the former undertook to perform work or services for the latter. Issues including vulnerability, subordination and dependency may well be relevant issues particularly where standard or other documentation provided by the more powerful party does not reflect the reality of the relationship between the parties. However, those issues, should not distract from the important issue of whether there was a contract between the parties at all. At paragraphs 21-22, Eady J stated *“the primary underlying question will be one of statutory rather than contractual interpretation in each case, there is no substitute for applying the words of the statute to the facts of the individual case, Baroness Hale of Richmond DPSC at paragraph 39 Bates van Winkelhof v Clyde and Co LLP (2014) UKSC 32. The extensive case law on the issue of worker status has seen various attempts to find a test of general application that might determine whether or not a particular individual is to be treated as a worker for statutory purposes. There is however a danger in treating anyone factors such as subordination as determinative as Baroness Hale observed in Bates v Van Winkelhof that paragraph 39 there is no magic test other than the words of the statute themselves. A small business maybe genuinely an independent business but be completely dependent upon and subordinate to the demands of a key customer.. equally.. one may be a professional person with a high degree of autonomy as to how the work is performed and more than one string to one’s bow, and still be so closely integrated into the other party’s operation as to fall within the definition. As the case of the controlling shareholder in a company who is also employed as chief executive shows one can effectively be one’s own boss and still be a worker while subordination may sometimes be an aid distinguishing workers from other self-employed people, it is not a freestanding and universal characteristic of being a worker. “*
38. Eady J stated that the first issue the Tribunal needed to resolve was whether there was a contract between the claimant and the respondent that is whether they had entered into an agreement containing legally enforceable



obligations such as to constitute the consideration from each party necessary to create the contract (see Elias LJ in Quashie v Stringfellows Restaurants Limited 2012 IRLR 99).

### Conclusions

39. The Tribunal is sympathetic to the claimant's predicament. The document provided to the claimant is complicated and the terminology is confusing. The Tribunal also takes into account the relative bargaining power of the younger claimant inexperienced in business compared to the commercial enterprises of the respondent run by an experienced business owner, Mr. Davies.
40. However, at the time of entering the agreement, the claimant was aware that she was to be self-employed (see the material page 89 which expressly states that this is to be the position) which the claimant signed off and wished to proceed in the process of securing work from the respondents. She was further aware it was her personal services company, JD Property Services Limited that entered a contract to provide services to the respondent. She was named in the contract only as a guarantor for JD Property Services Limited. There was no contract between the claimant personally to perform some work or services for the respondent; the contract was between the services company and the respondent. The claimant worked under a contract but not one between her and the respondents.
41. The Tribunal finds that the contract was an accurate reflection of the parties' agreement. At no time was the claimant informed that she was to be "an employee" of the respondents but rather contrary to this she understood she was to be self-employed and could receive commission (page 89). Further she was to invoice for her work in a similar manner to the way she invoiced Full Vibrant Energy Matters as a self-employed individual. The Tribunal finds that there was no intention on the parties to create an employment relationship or for the claimant to personally perform some work or services for the respondent. The contractual arrangements were not a sham or a falsely conceived arrangement. The "partnership/licence agreement" set out the arrangements between the parties. The claimant was keen to enter the arrangement on the basis that it would be profitable. Once she realised, it was not profitable for her, she determined to terminate the arrangement.
42. The Tribunal has been taken to a number of clauses within the agreement by the claimant which do indicate a close amount of control exercised by the respondents. However, the control is exercised on the property services company namely JD Property Services Limited and not the claimant; they are two separate entities.
43. The claimant's services company was dependent on the respondents as its primary or sole client. The services company was carrying out a business undertaking and the respondent was the client or customer of the service company by virtue of the contract.
44. The Tribunal takes account that the claimant received personalised business cards, an email or phone number set up in her name to act from JD Personal services. The Tribunal does not find that this necessarily means that the claimant was providing personal service to the respondents. The claimant was working for JD Property Services which had contracted with the respondent to provide services for Blochsphere.

45. The claimant relies upon the respondent's website that refers to employee week and displays individuals on its website as property managers. The claimant is not described as an employee here but does share the title property manager (she is a local property manager). Mr. Davies states that individuals named as local property managers on the website were employees unlike the claimant. Following the guidance given by Mr. Justice Eady in the case of Catt, only where there is a contract pursuant to which the individual undertakes to perform personally any work services for the other party, do concepts of integration, control and subordination assist in determining whether the individual was excluded from being a worker because they carry on a professional business undertaking of which the other party is a client or customer.
46. The contract here ultimately signed by the claimant was for an arrangement that her personal services company provide work of property maintenance for the respondent. JD Services has a separate personal identity to that of the claimant. Relying upon the case of Omnium there was a contract between the personal service company which had a separate legal identity and the respondent and that reflected the parties' true agreement; there was no intention to create an employment/worker relationship.
47. In addition, the Tribunal takes all the relevant circumstances into account and the contractual terms or factors which point to self-employed status as opposed to employee/worker status as are as follows
- (a) the lack of a contract of employment or service contract;
  - (b) the claimant made a financial investment into the business of JD Property Services Limited; she set this company up and paid to register it at companies house and paid for training to carry out work for Blocsphere;
  - (c) the claimant was the sole director of the services company;
  - (d) the payment to the claimant was via her personal services company described as commission and invoiced in the similar way to her self-employment with Full Vibrant Energy Matters;
  - (e) there was no wage payable;
  - (d) there was a lack of employment or service contract between the claimant personally and the respondents;
  - (f) no express reference by the respondent to the claimant that she was considered to be an employee;
  - (g) there was a right of the claimant to provide a substitute; albeit the substitute had to have undergone appropriate training.
48. Factors which point to employee or worker status are :-
- (a) fixed working hours;
  - (b) limited right to substitute; a substitute had to have received the appropriate training and be approved by the respondent;
  - (c) a level of integration into the respondent's business by use of personalized business cards, jacket and pens;
  - (d) need for approval from the respondents prior to selling shares in the personal services company;
  - (e) requirement to work in accordance with the respondent's manual or be subject to a financial penalty.
49. In conclusion, there was no contract between the claimant and the respondent. There was not a requirement of personal service because the claimant did have a right to substitute albeit that the substitute had to have received appropriate training and had to be approved by the respondent.

The predominant purpose did not require personal service by the claimant. Fixed working hours were necessary as a business need to fulfil the needs of the tenants demands. The level of integration relied upon by the claimant was not inconsistent with her services company providing services to the respondent. The service standard demanded by the respondent of the services company working in accordance with the manual or to be fined was not inconsistent with the claimant working on a self-employed basis; the client is entitled to require minimum standards of service from the business. The claimant's service company was providing a service for the respondent's tenants as a "face" for the respondent; the fact that the respondent can purchase available shares of the claimant's service company if she wishes to sell shares does not vitiate the fact that the service company was a business undertaking and the respondent was a client of the services company.

50. There was a contract between the claimant's service company and the respondent; they entered into an agreement containing legally enforceable obligations such as to constitute the consideration from each party necessary to create the contract (see Elias LJ in Quashie v Stringfellows Restaurants Limited 2012 IRLR 99). The Tribunal finds that the claimant was neither an employee nor a worker of the respondents. In the circumstances the Tribunal has no jurisdiction to deal with the claim and it is dismissed.

**Employment Judge Wedderspoon**

9 February 2024

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