



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss A Rys

**Respondents:**

1. Humankind Charity
2. Stephen Terry
3. Matt McGuigan
4. Matt Davey
5. Georgina Hollingsworth
6. Rimelle Jared Brown
7. Danny Heckman

## JUDGMENT WITH REASONS

**Heard at:** Watford Employment Tribunal

**On:** 17 January 2025

**Before:** Employment Judge Matthews

### Representation

**Claimant:** In person

**Respondent:** Mr. Pickett (counsel)

**JUDGMENT** having been sent to the parties on 12 February 2025 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

## REASONS

1. The purpose of today's hearing is set out in the case management order of Employment Judge Dick dated 11 September 2024. It is to decide if the tribunal has jurisdiction to hear the claimant's claim relating to the period when she was a volunteer for the first respondent.
2. I had before me a bundle of 301 pages. The claimant asked the tribunal to view photographs showing her organizing art workshops and other volunteering activities (email to tribunal dated 17.1.25) and also forwarded extracts from the Blue Light card website.
3. I heard evidence from the claimant, and, on behalf of the first respondent, I heard evidence from Mrs. J. Rice (Regional People Partner) and Mr. S. Terry (Co-

production Coordinator). These individuals provided written statements in advance, and I took time to read them. Each witness was asked questions about the evidence contained in their statements.

4. The claimant asked me to read two other statements by former employees of the respondent, G. Georgieva (GG) and I. Rakauskaite (IR). I read them but decided that they were not relevant to the decision I needed to make today. Both GG and IR refer to the claimant as a volunteer and IR confirms that the claimant was entitled to expenses, but those facts were not disputed by the first respondent.
5. References to pages in the bundle below are set out in brackets(x). References to paragraphs in the witness statements consist of the witness's initials and number of the paragraph (AB-YZ).

Issue to be decided

6. The claimant volunteered as a Creative Space Volunteer for the first respondent from July or October 2022 (the exact date is not material) until 12 April 2023. She became an employee on 17 April 2023 (JR/3). In order to bring a claim for discrimination under the Equality Act 2010 the relationship between the claimant and the first respondent must satisfy the definition of "employment" under section 83 Equality Act 2010. Under the provisions of that section there must be a contract of employment or a contract personally to do work. In order to determine whether there was such a contract in place I considered the documentation which existed at the relevant time. I also took into account both parties' evidence about how the relationship operated in practice.

Documentation

7. The claimant signed a Volunteer Agreement with the first respondent (the Agreement) (192-193) which states:

"Expectations discussed: To attend regularly on a Wednesday and update manager when attendance is not possible".

.....

This agreement is not a contract. It can be cancelled at any time by either party. Humankind agrees that volunteers are free to leave at any time, but would appreciate at least 48 hours' notice where possible."
8. A document headed "0828 Volunteering Policy and Guidance" (the Policy) (215-228) states that it provides a framework for the first respondent's volunteer programme. It deals with matters such as recruitment, training and wellbeing of volunteers. Volunteers are required to have a Disclosure and Barring Service check (DBS) which they are not required to pay for (220). The usual Induction period is 12 weeks and volunteers are expected to complete their mandatory training within that time (221). Volunteers should not normally volunteer for more than 15 hours a week in order to safeguard their wellbeing (221).
9. I find that neither document was a contract of employment or a contract personally to do work. The Agreement was an agreement by the claimant to attend on certain days, but it specifically stated it was not a contract, the volunteer was free to leave at any time and there was no consideration offered to the volunteer in return for

work. The Policy sets out policies that the respondent had reasonably put in place to enable volunteers to work with vulnerable service users and for the volunteers' own wellbeing. Neither the Agreement nor the Policy imposed legal obligations on the respondent or the claimant. Expenses were paid which I discuss further at paragraphs 12 and 13 below.

### In Practice

10. I accept that the claimant was a committed volunteer who put many hours into the role. The exact hours she volunteered were not provided to me. Her Agreement specified hours of 2.30 to 4.30 on Wednesdays but she says in her statement:

"However, I want to clarify that I was requested by Stephen Terry to attend more frequently—up to three days a week at times—and I complied with this request for a period of time". (AR/12)

11. The claimant sometimes volunteered on days other than Wednesdays. She was required to attend training which may have been on different days. She was also invited to events with service users, such as lunches, which may not have been on Wednesdays.

### Remuneration

12. The Policy states that volunteers can claim expenses (221):

"The permitted expenses include:

- Travel to and from the place of volunteering
- Travel whilst volunteering (for example attending a meeting, training or taking somebody they are supporting to an appointment)
- Reasonable parking costs, if incurred whilst fulfilling the volunteer role."

13. This means that the claimant was entitled to reimbursement for travel expenses. Reimbursement is not the same as remuneration, because it merely puts the claimant in the position she would have been in if she had not been volunteering and had not been required to travel to the respondent.
14. The claimant was invited to participate in events with service users where meals were provided. I do not find that amounted to remuneration.
15. When the claimant became an employee she obtained a Blue Light Card which is a card she can show to organisations and businesses to obtain discounts (307-308). The respondent says that the Card was not available to volunteers because the process of applying for it requires the provision of payslips to the Blue Light card provider. The claimant disputes this. Although she did not have a card as a volunteer she says they were available to volunteers and she could have applied for one. That seems unlikely because payslips had to be provided under the respondent's policy. But even if that was the case, I do not find that the Blue Light Card was remuneration or a benefit that means that there is a contract to do the work. It is a discount card. There are many ways people obtain discount

cards: for example, through work, or through membership of an organisation such as the National Trust. A discount card requires you to spend money in order to purchase goods or services, it does not in itself constitute remuneration.

### Legal Principles

16. Common law principles relating to the formation of a contract require there to be an offer, acceptance and consideration.
17. I was referred to relevant case law by both parties:

In *South East Sheffield Citizens Advice Bureau v Grayson* 2004 ICR 1138, the EAT stated that:

“There must be an arrangement under which in exchange for valuable consideration the volunteer is contractually obliged to render services to or to work personally for the employer.”

In *Groom v Maritime and Coastguard Agency* [2024] EAT 71 the claimant, a volunteer Coastal Rescue Officer was entitled to remuneration. The EAT found that he was a worker.

### Conclusion

18. The relationship between the claimant and the first respondent was defined by the Agreement. That was not a contract of employment or a contract personally to do work. It was a non legally binding agreement. There was no contractual obligation for the respondent to provide work or for the claimant to do work.
19. No remuneration was payable under the Agreement. The expenses provided for in the Policy did not amount to remuneration. Accordingly, there was not a contractual obligation in return for valuable consideration.
20. The Policy related to recruitment, induction and mandatory training for volunteers. It is necessary when volunteers or workers join an organisation such as the respondent's organisation that they undergo a thorough recruitment process, an induction and extensive safeguarding training because they deal with very vulnerable service users. It does not convert an agreement to volunteer into a contract to work.
21. I am satisfied that there was no way in which the relationship was conducted in practice that countered the written documentation in such a way as to constitute a contractual arrangement.
22. Accordingly, the complaints relating to conduct before 17 April 2023 are dismissed. The Tribunal has no jurisdiction to deal with the complaints because the claimant was not within the “employment” of the first respondent as defined by section 83 of the Equality Act 2010 at the relevant time.

Approved by:

**Case Number:** 3313579/2023

Employment Judge Matthews

Date: 31 March 2025

JUDGMENT SENT TO THE PARTIES ON

1/4/2025

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FOR THE TRIBUNAL OFFICE