



EMPLOYMENT TRIBUNALS

Claimant: Mr J Oliver

Respondent: Uber London

Heard at: London Central Employment Tribunal (By CVP)
On: 28 April 2025

Before: Employment Judge Keogh

Representation

Claimant: In person
Respondent: Ms K Davis (Counsel)

JUDGMENT

The claim is struck out because the Tribunal does not have jurisdiction to hear it.

REASONS

1. By a claim form dated 9 December 2022 the claimant presented a claim for unfair dismissal only. A response was presented in which the respondent contends the claimant was a worker, not an employee. At a case management hearing on 29 June 2023 Employment Judge Tueje ordered the claimant to provide information whether he was engaged as a worker or employee, and if he contended he was an employee, he was to set out the basis of that (the word 'worker' is used here apparently in error) and the basis on which his position was different to the workers in the case of **Uber BV & others v Aslam & others** [2010] UKSC 5.
2. Having received a copy of that case and the paragraphs relied on by the respondent, the claimant emailed the respondent on 21 July 2023 stating '*I understand fully as I have looked at other cases all the same wordings*'. The respondent took this to mean he accepted he was a worker and not an employee. Confirmation was sought but no further response received.
3. Due to administrative error no further action was taken on the file at that time. The respondent's correspondence was eventually forwarded to the

claimant for comment, and by email dated 15 December 2024 the claimant wrote to the Tribunal, stating (emphasis added):

"I am bringing this claim to contest the wholly unfair and unjustified termination of my worker contract with Uber..."

...As a worker under UK employment law, I am entitled to the basic rights and protections provided to individuals in this category. These include the right to the National Minimum Wage, holiday pay, protection from unfair dismissal, and the right to a fair appeals process. Uber's actions in this case directly violated these rights. I respectfully demand the tribunal to:

Immediately reinstate me as a worker with Uber, as my termination was unjust and based on incomplete and flawed reasoning..."

4. By letter dated 24 January 2025 Employment Judge Snelson noted that it appeared the claimant was on his own case a worker, and therefore the Tribunal did not have jurisdiction to hear the claim and the Tribunal was considering striking it out.

5. The claimant responded as follows (emphasis added):

"1. Worker Status and Entitlement to Protection

While I have identified as a 'worker' rather than an 'employee,' it is imperative to recognize that my working relationship with Uber exhibited significant characteristics of employment. Uber exercised substantial control over my work..."

6. The claimant then sets out various matters for the Tribunal to consider.
7. The claimant today has confirmed he understands he was classified as a worker not an employee. He contends he was entitled as a worker to protections including the right to fair treatment and not to be unfairly dismissed.
8. The respondent's position is that if the claimant accepts he was a worker and not an employee, then there is no dispute and there is no jurisdiction to hear the case. If he contends he is an employee, then there are no reasonable prospects of success by virtue of the **Aslam** decision in which the same factors relied upon by the claimant were considered and the Supreme Court found that there was worker status.
9. Section 94(1) Employment Rights Act 1996 provides that "*An employee has the right not to be unfairly dismissed by his employer.*" If an employee is unfairly dismissed, he has the right to bring a claim for unfair dismissal

in the Employment Tribunal under section 111 Employment Rights Act 1996.

10. Section 230 Employment Rights Act 1996 provides:

“(1) In this Act “employee” means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.

“(2) In this Act “contract of employment” means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.

“(3) In this Act “worker” (except in the phrases “shop worker” and “betting worker”) means an individual who has entered into or works under (or, where the employment has ceased, worked under)—

(a) a contract of employment, or

(b) any other contract, whether express or implied and (if it is express) 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 that of a client or customer of any profession or business undertaking carried on by the individual; and any reference to a worker’s contract shall be construed accordingly.

“(4) In this Act “employer”, in relation to an employee or a worker, means the person by whom the employee or worker is (or, where the employment has ceased, was) employed...”

11. The claimant does not today dispute that he was a worker, which would fall within s230(3)(b), and not an employee under section 230(1). While there are considerable rights afforded to those with worker status, the right to bring a claim for unfair dismissal is limited to employees as defined in section 230(1). In circumstances where the claimant accepts he was not an employee, the Tribunal does not have jurisdiction to hear his claim and it must be struck out.

12. In the circumstances I have not gone on to consider the prospects of showing that there was employee status and not merely worker status.

13. After this decision was given orally the claimant asked whether his claim could be considered as one of breach of contract. There had been no application to amend, and the claim having been struck out there was nothing there to amend. In any event such an application would be very substantially out of time.

14. The claimant requested written reasons for this judgment at the hearing.

Employment Judge Keogh

28 April 2025

JUDGMENT SENT TO THE PARTIES ON

1 May 2025

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FOR THE TRIBUNAL OFFICE