



EMPLOYMENT TRIBUNALS

Claimant: Emmanuella Okha

Respondent: 9Bills

Heard at: London Central (by CVP) **On:** 1 August 2025

Before: Tribunal Judge Peer acting as an Employment Judge

Representation

Claimant: In person

Respondent: Nelson Adeoti of the respondent

RESERVED JUDGMENT

1. The claimant's claim for unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages for the period 19 October 2024 to 19 November 2024 in failing to pay the claimant sums owed.
2. The respondent shall pay the claimant **£263.00** which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.
3. The claimant's claim for notice pay is not well-founded and is dismissed.

REASONS

INTRODUCTION

1. The claimant, Emanuella Okha, worked for the respondent as a social media assistant until the relationship ended on 19 November 2024. Early conciliation took place between 29 January 2025 and 12 March 2025. By way of her claim form presented on 13 March 2025, the claimant claimed unauthorised deductions from wages.

THE HEARING

2. The hearing was a remote hearing by way of Cloud Video Platform. Neither party raised any objection to the format of the hearing which had been notified to the parties in advance. The hearing proceeded smoothly as a

remote hearing and there were no connection difficulties.

3. The hearing was listed with a two-hour time allocation to determine the claimant's claim for unauthorised deduction of wages. I had to make various case management orders at the hearing and gave reasons for those at the hearing; it is convenient to record those here.
4. In advance of the hearing, I had access to the claim form and response form on the tribunal's electronic file. I also had a respondent's pdf bundle of 42 pages including the contract, a written statement and submissions related to contract interpretation (RB). There was also a document from the claimant headed 'reply to ET3' dated 26 June 2025 on the electronic file. On the day of the hearing, the claimant provided a revised schedule of loss, a written statement with exhibits in a pdf bundle of 27 pages (CB) and a pdf of 17 pages referred to as a collaboration map.
5. As the respondent had not received any of the claimant's documents in advance of the hearing, I provided an adjournment for the respondent to consider these documents. I also decided to admit the documents as this was consistent with the overriding objective, and they set out the claimant's position.
6. The hearing was listed to determine the claimant's complaint of unauthorised deductions from wages being a claim for 30 hours work at £13.15 per hour for the second month of the engagement. At the outset of the hearing, I discussed with the claimant what she was claiming as her schedule of loss claimed the amount of £569.83 for the second month, an amount for work done during the first month and for notice pay in the amount of £569.83. The claimant confirmed that in so far as required she wished to amend her claim to include these claims. After explaining relevant points of law and procedure as to amendments, I provided a further adjournment and then heard the claimant's application to amend and the respondent's reply resisting that application.
7. In the leading case of Selkent Bus Co Ltd v Moore 1996 ICR 836, EAT, the Employment Appeal Tribunal explained that in conducting the balancing exercise relevant factors included the nature of the amendment, the applicability of time limits, and the timing and manner of the application. I noted in particular that the factual matrix for the claims overlapped and that a series of deductions in time was claimed by way of the amendment sought and no key new factual enquiries were required and that there was a written contract available. I also took account of the fact that if the claim was not heard at the hearing before me, the parties would likely face a significant period of time before the claim could come before the tribunal for hearing and the evidence available for assessment by the tribunal was sufficient to determine the claim.
8. Having considered the nature of the amendment and timing of the application and the balance of prejudice and having full regard to the overriding objective and in particular that dealing with cases fairly and justly includes dealing with cases in ways that ensure parties are on an equal footing and are proportionate to the complexity and importance of the issues, I decided to permit the amendment application.

9. I was mindful that each party was acting without legal representation and therefore took time to discuss the claims and issues and explain points of law and procedure. I gave the claimant and the respondent time to explain their positions and I clarified their positions with them.
10. The hearing overran the two-hour time allocation and lasted three hours and there was insufficient time to deliberate and deliver oral decision. I therefore reserved my decision.

FINDINGS OF FACT

11. Having considered the evidence, I found the following facts on a balance of probabilities. The parties will note that not all the matters that they told me about are recorded in my findings of fact. That is because I have limited them to points that are relevant to the legal issues.
12. There is no dispute that the relationship between the claimant and the respondent started on 16 September 2024 and ended on 19 November 2024. The claimant worked as a social media assistant for the respondent.
13. By email dated 13 September 2024, the respondent sent the claimant a written contract, and set out that, The role is flexible and (mostly) remote, allowing you to manage your work within a schedule that works for you, with an expected time commitment of 10 Hours per week. Your starting salary will be £13.15 per hour, in line with the London Living Wage, paid on a monthly basis (£569.83 per month)'.
 - a. Clause 1.4 provides: 'Hours of Work: 10 hours per week, with flexibility around scheduling'.
 - b. Clause 3 Compensation provides: ' 3.1 The Employee will be paid at the London Living Wage of £13.15 per hour, with a fixed monthly salary. 3.2 Payments will be made on a monthly basis.'
 - c. Clause 4 Termination provides: '4.1 Either party may terminate this contract with 1 month's notice. 4.2 The Company reserves the right to terminate the contract without notice in cases of gross misconduct.'
15. The respondent contends that 'the clear basis of engagement throughout the contract and the actual course of dealing was that payment would be made based on actual hours worked, not a guaranteed monthly salary.' The respondent's position is that the contract therefore connotes that the rate of pay is £13.15 for each hour worked but payment commensurate with the hours worked will be made monthly. There is no dispute and I find that if the claimant worked 10 hours per week this would equate to a monthly payment of £569.83. The respondent submits that the wording at clause 3.1 'with a fixed monthly salary' is clearly not intended to suggest that there will be a monthly payment of a particular fixed amount irrespective of whether any work is done.

16. The claimant's position is that irrespective of work done, she is entitled to be paid £569.83 per month and thus 'my claim is based on this agreed monthly pay, which forms the benchmark for my underpayment and notice pay.' In claiming notice pay, the claimant thus contends she had employee status.
17. The respondent does not dispute that the claimant was a worker but referred to her as a freelance contractor engaged for 10 hours per week and explained that payment was further to invoices produced by the claimant and that the claimant was responsible for her own tax. The claimant had autonomy as to when and how she worked, including working remotely and joining meetings or contacting others when convenient. The claimant could work for others.
18. I accept the respondent's description of the arrangements. I find the claimant produced her own invoices and was responsible for her own tax. I find the claimant had autonomy around when and how she worked, and she was not subject to any sufficient degree of control or supervision in delivering the work. The claimant was required to provide the services specified and thus deliver work requested. I find the claimant was expected to provide her own work and skill for 10 hours per week for remuneration at the rate of £13.15 per hour. There was no evidence available to me to indicate that there were any other provisions of the contract consistent with it being a contract of service or that the reality of the relationship was consistent with a contract of service and I find there were none.
19. The position adopted by the claimant at the hearing is inconsistent with the position presented within her claim form and the documentary evidence available to me as to her understanding of the contractual arrangements during the engagement and there is no real or reasonable explanation as to why the claimant has altered her position.
20. The respondent submits that the claimant's invoices and other communications demonstrate the claimant understood the contractual arrangement was payment for hours of work done.
21. The claimant provided the respondent with an invoice for the first month for 25 hours' work in the amount of £328.75 (CB 19). The respondent paid the amount invoiced (CB 20).
22. The claimant invoiced the respondent for £438.33 for the second month (CB 21). This invoice does not detail the number of hours worked on its face but includes the detail 'minus 10 hours work'. The claimant accepts that she did not work during one week of the second month and when raising her invoice did not invoice for any work referable to that week. I note that the amount of £438.33 equates to £569.83 minus 10 x £13.15.
23. In her originating claim form however, the claimant claimed for 30 hours work at £13.15 per hour on the basis that 'The contract specified that I would be paid at the London Living Wage of £13.15 per hour, based on hours worked' and that 'in total, I worked 30 hours during this period. I have already deducted 10 hours for a week I was unavailable due to medical reasons.' I note and find that 30 hours at £13.15 per hour is a total of £394.50.

24. The respondent did not accept that the claimant had done more work in the second month than she had done during the first month and did not accept that she had done 30 hours' work or work equivalent to the amount invoiced. The respondent refers to tracking hours in an email to the claimant (CB22) and sets out that, without that information, I can only estimate the time spent based on the output, which, as you know, was quite limited.' The respondent reasonably indicates he would happily reassess with other information or an approximate breakdown of hours.
25. The claimant sets out in emails that 'our contract states payment is based on hours worked rather than specific actions' (CB 23) and that 'I appreciate ...your acknowledgement that payment is based on the hours worked, as stipulated in our contract' (CB 22). The claimant also sets out that at the end of the first month, 'you mentioned tracking hours' but the contract 'does not explicitly require me to maintain detailed hour-tracking' (CB22).
26. The contract does not explicitly require the claimant to maintain detailed hour-tracking. The contract does not contain any words relating to recording time worked or specify any process or way to track hours worked. However, the contract does require the claimant to deliver 10 hours' work per week although there was flexibility around the scheduling of this work. The intention must have been that it could be reasonably demonstrated that work had been done. I consider that this might have been obvious to the respondent due to what was delivered or via contact time. I note that it is not clear how the claimant could produce an invoice and claim for work done unless she had awareness of the hours she had worked. The claimant did not work for the expected 10 hours per week during the first month as the claimant invoiced and was paid for only 25 hours. The claimant was aware that the respondent had referred to a need to track hours.
27. A screenshot of messages between the parties on 6 and Thursday 7 November 2024 (RB 37) includes a message from the claimant, sorry for the late response, was at TikTok. I'm not actually active today as I'm pitching this evening ...free tomorrow 9-6'. The respondent messages that the claimant had not been available the whole week and that the week prior they had discussed the claimant's availability including that she would be available that Thursday 7 November until 6pm. The respondent messages that 'its impossible to plan around this' and 'things I asked you to do this week nothing was done'.
28. I find that the claimant had not made herself available during the week which included Thursday 4 November 2024 and was not available that day. I also find that availability had been a concern prior to that and during the preceding week commencing 28 October 2024 approximately 10 days after the second month of work began.
29. There was a conversation between the parties on 8 November 2024. The respondent says that the parties reached mutual agreement to end the relationship and that the relationship would come to an end on 19 November 2024. At the hearing, the respondent referred to the fact that the conversation on 8 November 2024 was on a call, all calls were recorded, and he had a transcript of the call which he referred to at the hearing. The claimant acknowledged that what the respondent referred to reflected the

call. During the conversation, the respondent explained that he couldn't continue like this and asked whether she accepted to end the relationship and the claimant had agreed to end the arrangement saying, 'yes okay' and that this was 'good with me'. I find that the parties agreed that the relationship would end on 19 November 2024 and that the relationship did end on 19 November 2024.

30. The claimant relies on a 'collaboration map' to demonstrate the work done during the second month. This does not provide any breakdown of hours or times worked other than by date ranges. The claimant provides a few screenshots of posted clips and messages together with narrative descriptions about collaborating on tasks such as the claimant indicating she was posting work that James had collated. The respondent relies on a written statement from James signed on 20 May 2025 stating that the claimant passed him jobs that were her responsibility, that her contribution did not reflect the hours claimed and the quality and quantity of her work was below what was expected or agreed. I can only give limited weight to this written statement in circumstances where this evidence has not been tested before the tribunal.
31. I find that between 19 October and 19 November 2024, there are only 3 weeks during which the claimant was active at all for the respondent. The claimant has changed her position during these proceedings as to work done and claimed for. At the hearing, she acknowledged the respondent's evidence as to their conversation on 8 November 2024 was accurate. The claimant's evidence as to her contribution does not clearly demonstrate she worked 30 hours and in my view only indicates limited activity such as some posted content. Having assessed all the evidence available to me, I prefer the respondent's evidence which has been consistent and taking account of that together with other indications around the claimant's availability and that her evidence only indicates limited activity which she does not allocate to hours worked find that it is more than likely the claimant delivered 20 hours work.
32. The respondent offered to pay the claimant £263, an amount which equated to 20 hours' work but the claimant refused this.
33. The respondent has since offered the claimant £394.50 but the claimant has refused this even though in her originating claim she claims that amount. In her claim form, the claimant set out that she was entitled to interest under the Late Payment of Commercial Debts Act which is misconceived. The respondent explains in the response that interest under the Late Payment of Commercial Debts cannot be due as 'this only applies to business-to-business contracts, and she was hired as an individual/freelancer'. In this context, the refusal to accept the amount claimed is unreasonable. In her revised schedule of loss, the claimant requests additional amounts and interest on the additional amounts claimed. The claimant does not set out any detail and has provided no evidence as to any loss attributable to any unauthorised deductions from wages due.
34. After a period of early conciliation between 29 January 2025 and 12 March 2025, the claimant presented her claim on 13 March 2025.

Status

35. Section 230 of the Employment Rights Act 1996 (the 1996 Act) provides as relevant:

230 Employees, workers etc.

(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.

36. There are three conditions which must be met for an employment relationship to exist as confirmed in **Ready Mix Concrete (South East) Ltd v Minister of Pensions and National Insurance [1967] 2 QB 497**:

- a. An agreement that in consideration of remuneration a person will provide their own work and skill in performance of some service for the other.
- b. An express or implied agreement that in performance of that service they will be subjected to the other’s control in a sufficient degree to make that person ‘master’.
- c. That other provisions of the contract are consistent with it being a contract of service.

37. In **Arnold v Britton and ors 2015 AC 1619, SC**, Lord Neuberger explained that the construction of a written document is a question of law and when interpreting a written contract, the court considers what a reasonable person having all the background knowledge available to the parties would understand the words to mean in the documentary, factual and commercial context. In **Campbell v British Airways plc EATS 0015/17**, it was confirmed that these principles applied to the interpretation of pay terms within an employment contract.

38. In determining the terms and conditions of a contract of employment, the starting point where there is a written contract is that the written contract is definitive. The exception is where the written document does not reflect the reality of the relationship or is a sham, **Autoclenz Ltd v Belcher [2011] UKSC 41**. In **Autoclenz**, the Supreme Court held that for a contract of employment to exist there had to be an irreducible and minimum of obligation on each side and that a right of substitution is inconsistent with employee status. The Supreme Court said ‘the true agreement will often have to be gleaned from all the circumstances of the case, of which the written agreement is only a part.’

Unauthorised deductions from wages

39. Section 13 of the 1996 Act provides that an employer shall not make a deduction from wages of a worker employed by him unless the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract or the worker has previously signified in writing his agreement or consent to the making of the deduction.
40. Section 23 of the 1996 Act provides that the right of a worker not to suffer unauthorised deductions from wages is enforceable by way of complaint to the Tribunal. Section 24 provides that if the tribunal finds a complaint well-founded, it shall make a declaration to that effect and order the employer to pay the worker the amount of any deduction. Where the tribunal makes a declaration it 'may order the employer to pay to the worker (in addition to any amount ordered to be paid under that subsection) such amount as the tribunal considers appropriate in all the circumstances to compensate the worker for any financial loss...attributable to the matter complained of.'
41. Section 27 defines 'wages' widely including salary, fees and commission but it does not usually include pay in lieu of notice, **Delaney v Staples [1992] ICR 483**.
42. The tribunal has no power to award interest as a component of an award for unauthorised deductions from wages. Where a tribunal award is not paid interest accrues on the unpaid sum. Whilst interest accrues from the date of judgment at a rate of 8%, no interest will be payable if the award is paid within 14 days of the judgment.

ANALYSIS AND CONCLUSIONS

Notice pay

43. I refer to all my findings and conclusions above. I refer to my conclusion that the parties reached mutual agreement as to the termination of the arrangement. I have found that the claimant did not have employee status because neither the written arrangement nor the reality of the relationship was consistent with a contract of service in accordance with the statutory definition or case law. As such the claimant cannot bring her claim for breach of contract/notice pay before the Tribunal.
44. I refer to the statutory provisions and case law on unauthorised deductions from wages. The written contract does not make any provision for pay in lieu of notice in any event and I consider that any such pay in lieu is not 'wages' and as such cannot be claimed as unauthorised deductions from wages.
45. Accordingly, her claim for breach of contract/notice pay is not well-founded and is dismissed.

Unauthorised deductions from wages

46. I have reflected on the nature of the relationship between the parties. The claimant has operated on the basis that she is, as described by the respondent, 'a freelance contractor' including presenting as seeking to claim on the contract as a commercial arrangement. The claimant would appear

to work for other entities given the reference to being at TikTok. That said, this does not preclude the claimant being a worker for the respondent. The response sets out the view that this was not a business-to-business contract. The respondent does not dispute worker status or that the claimant is due pay for work done under the contract. Whilst the claimant is referred to as a freelancer, the arrangement is consistent with the claimant having worker status providing her personal skill to deliver the agreed work or services for the respondent. On that basis, I am satisfied that the claimant meets the statutory definition for a worker entitled to bring a claim for unauthorised deductions from wages before the tribunal.

47. I refer to all my findings and conclusions above. The provision for remuneration under the written contract is for the claimant to be paid £13.15 for each hour of work done. The expectation was 10 hours of work per week. During the course of the engagement, the claimant did not provide the expected 10 hours per week. In the first month, the claimant provided 25 hours and was paid for that work in accordance with the contractual arrangement. Accordingly, there was no unauthorised deduction from wages due. I do not accept that the claimant is due the difference between what she was paid for the first month and £569.83. However, even if the claimant was due that amount under the contract, which I do not accept, I am satisfied that the provision of her written invoice operates as her signifying consent or agreement to any deduction such that there was no unauthorised deduction from wages within the scope of section 13 of the 1996 Act.
48. In the second month, the claimant was delivering less than expected and was not making herself available as expected in order to deliver 10 hours per week. I refer to my findings and conclusions above. I have found that the claimant did 20 hours work applying the balance of probabilities standard to the evidence available to me and the respondent has not paid the claimant for that work in accordance with the contract. As the respondent has failed to pay the claimant wages due for work done during the period 19 October 2024 to 19 November 2024 when wages were due, the claimant has suffered an unauthorised deduction from wages in the amount of £263 (20 x £13.15).
49. Referring to my findings and conclusions above, the claimant has not made or provided any evidence in support of any claim for any other financial loss attributable to the unauthorised deduction from wages. There is no entitlement for interest as a component of any amount ordered. Although interest accrues on any award from the date of judgment, no interest will be payable if the award is paid within 14 days of the judgment.
50. Accordingly, the claimant's claim for unauthorised deductions from wages is well-founded and the respondent must pay the claimant £263.

**Tribunal Judge Peer acting as an
Employment Judge**

22 August 2025

Judgment sent to parties on

27 August 2025

.....

.....

FOR THE TRIBUNAL OFFICE