EMPLOYMENT TRIBUNALS

Claimant: Miss Victoria Roskams

Respondent: Reform 2025 Limited

Heard: by video **On:** 11 August 2025

Before: Employment Judge S Jenkins

Representation
Claimant: In person
Respondent: Mr A Richardson (Counsel)

RESERVED JUDGMENT

1. The Claimant was not an employee of the Respondent within the meaning of section 230 of the Employment Rights Act 1996.

2. The Claimant was not an employee of the Respondent within the meaning of section 83 of the Equality Act 2010.

3. The Claimant was not a worker of the Respondent within the meaning of section 230 of the Employment Rights Act 1996.

4. The Tribunal therefore has no jurisdiction to consider the Claimant's claims and they are dismissed.

REASONS

Background

1. The Claimant has brought several complaints against the Respondent; unfair dismissal by reason of having made a protected disclosure, detriment on the ground of having made a protected disclosure, wrongful dismissal; discrimination arising from disability; failure to make reasonable adjustments; direct sex discrimination; harassment related to sex; victimisation; and unauthorised deductions from wages. All the complaints require the Claimant to have been an "employee" or "in employment", whether for the purposes of section 230 of the Employment Rights Act 1996 ("ERA") or section 83 of the Equality Act 2010 ("EqA"), or a "worker" for the purposes of section 230 or section 43K ERA.

2. The Claimant contends that she was either or both an employee or a worker,

and can therefore pursue her complaints. The Respondent contends that the Claimant was neither an employee nor a worker, but rather was a volunteer political candidate, and the complaint is about political party membership, which is a private law matter.

3. At an earlier preliminary hearing, before Employment Judge Ryan on 27 March 2025, he directed that a preliminary hearing should take place to consider:

    1. *Was the Claimant, an employee of the Respondent, i.e. were they employed under a contract of employment?*

    2. *Was the Claimant a worker of the Respondent, i.e.*

        i. *Did they work under a contract to perform work personally; and*
        ii. *Was the Respondent something other than a client or customer of the Claimant's professional business?*

    3. *If the Claimant was not a worker of the Respondent, in relation to the protected disclosure complaint only, was the Claimant a worker under the expanded definition in section 43K Employment Rights Act 1996?*

    4. *Should the claim or any part of it be struck out because it has no reasonable prospect of success?*

    5. *Does the claim or any part of it have little reasonable prospect of success? If so, should the Claimant be ordered to pay a deposit of between 1 pound and £1000 as a condition of continuing with it, or separate deposits in respect of certain claims?*

    6. *Subject to the above, general case management.*

4. Judge Ryan issued directions relating to the disclosure of documents, finalisation of a preliminary hearing bundle, and witness statements. Issues arose in relation to the bundle which Judge Ryan directed should be limited to 250 pages. Ultimately, I had two bundles, one described as a core bundle spanning 215 pages, and one described as an updated reduced bundle spanning 482 pages, although there was some duplication between the two.

5. I heard evidence only from the Claimant, via a written witness statement and answers to questions from the Respondent's representative and me. I also took into account the parties' closing submissions.

6. There was insufficient time for me to deliver my judgment orally, and therefore this reserved judgment was produced.

Law

7. The statutory definitions relevant to the issue of employment status are found in Section 230 ERA and in Section 83 EqA, and these provide as follows

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"…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 other 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.

83 Interpretation and exceptions

(1) This section applies for the purposes of this Part.

(2) "Employment" means—

(a) employment under a contract of employment, a contract of apprenticeship or a contract personally to do work;

8. In all cases, there is a fundamental requirement that there must be, or must have been, a contract between the relevant parties.

9. A considerable amount of case law surrounding employment status has developed over the years, up to and including consideration of the issue by the Supreme Court in the cases of ***Pimlico Plumbers Limited and another -v- Smith*** **[2018] UK SC29**, and ***Uber BV and others -v- Aslam and others*** **[2021] UKSC 5**. The foundation of the case law on employment status remains however, the case of ***Ready Mixed Concrete (South East) Limited -v- The Minister of Pensions and National Insurance*** **[1968] 2QB497**. MacKenna J in that case noted that a contract of service exists if three conditions are fulfilled, namely; personal service, control, and that the other provisions of the contract are consistent with it being a contract of service.

10. In ***Nethermere (St Neots) Limited -v- Gardiner*** **[1984] ICR 612**, Stephenson LJ noted that, in his judgement, there must be an "*irreducible minimum of obligation on each side to create a contract of service*". He further noted that he doubted that that irreducible minimum could be reduced lower than MacKenna J's essential conditions in ***Ready Mixed Concrete***.

11. Therefore, in order for there to be considered to be a contract of employment between two particular parties, there needs to be an "irreducible minimum" in relation to three core matters: personal service, control, and mutuality of

obligation. In addition, the other factors present within the relationship should be consistent with there being a contract of employment.

12. As can be seen from the specific statutory definition, the concept of personal service is also significant for the purposes of the definition of "employment" under Section 83 EqA, which refers to "a contract personally to do work".

13. The assessment of personal service often revolves around the question of whether the individual has the right to substitute another person to do the specified work.

14. Control can take many forms, for example; practical and legal, direct and indirect. It is not necessary for the work to be carried out under the employer's actual supervision or control. Control is a matter of degree, it is rarely a question of whether there is any control at all, but more often a question of whether there is sufficient control, as noted by MacKenna J in ***Ready Mixed Concrete***, to make the relationship one of employer and employee.

15. With regard to mutuality of obligation, there must be a basis of mutuality between contracting parties as part of general contract law. However, as noted by the Court of Appeal in ***Nethermere***, there must be an "irreducible minimum" of obligation on each side. That is usually expressed as an obligation on the employer to provide work and pay a wage or salary, and a corresponding obligation on the employee to accept and perform the work offered.

16. As I have noted, the definition of employment under the EqA includes employment under a contract of employment, i.e. employment under the ERA, but also confirms that it arises under a contract of apprenticeship (which has no bearing on this case), and also a contract personally to do work.

17. That reference to personally doing work bears some similarity to the extended definition of worker in Section 230(3) ERA which refers to "*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*".

18. The Court of Appeal made clear, in ***Nursing and Midwifery Council -v- Somerville*** **[2022] IRLR 447**, that there was no need, and no purpose served, in seeking to introduce the concept of an irreducible minimum of obligation in the assessment of worker status. In that case, worker status for the purposes of Regulation 2(1) of the Working Time Regulations 1998 was being assessed, but that definition is identical to that set out in Section 230(3) ERA, and, in view of the guidance provided by Lady Hale in ***Bates van Winkelhof -v- Clyde and Co LLP*** **[2014] UKSC 32**, also applies for the assessment of employment status under Section 83 EqA.

19. The Respondent's representative drew my attention to several cases which dealt with applications to become election candidates. One was the House of Lords decision of ***Watt v Ahsan*** **[2007] UKHL 51**, and another was the Employment Appeal Tribunal decision of ***Triesman v*** **Ali [2002] IRLR 489**.

20. Both were of only limited direct assistance to me, as they only confirmed that an application to become an election candidate for a political party involves an allegation of discrimination against members or prospective members of unincorporated associations, which does not fall within Part 5 of the Equality Act 2010, which deals with work, and which is the part of the Act over which the Employment Tribunal has jurisdiction. In this case however, the Claimant had become an election candidate, and her complaints focused on her activities as that candidate, which potentially took her beyond the circumstances of the claimants in ***Watt*** and ***Triesman***.

21. The other authority was an Employment Tribunal decision, which therefore was not strictly binding on me, but was nevertheless persuasive. That case, ***Sutton v*** **Evans (2409536/2023)**, had more direct relevance, as, although it related to a candidate, the claimant in that case was someone who had entered into a "candidate contract", albeit in relation to an earlier election.

22. In that case, the judge, Employment Judge Dunlop, concluded that there was, in the legal sense, no contract between the claimant and the party, taking into account the Supreme Court decision in ***X v Mid Sussex Citizens Advice Bureau*** **[2013] ICR 249**, that it would be rare for volunteer agreements to be contracts even if they place obligations on both sides.

23. The Judge concluded that, even if there was a contract in existence between the parties, it was not a contract personally to do work. She noted that the activist and campaigning activities which were required by the contract did not amount to "work" in the usual sense, rather they were activities undertaken in furtherance of the aligned political aims of the party and, by implication, the candidate himself. She also noted that election candidates must be un-remunerated in order to comply with section 111 of the Representation of the People Act 1983.

Findings

24. My findings relevant to the issues I had to determine were as follows. In the event, particularly as the Respondent had not adduced any witness evidence, the findings of fact were not materially disputed.

25. The Claimant joined Reform UK as a member of the party in March or April 2023. At all material times, she ran a small business alongside her activities for the Respondent. The Respondent is the corporate entity which operates politically as the Reform UK Party. For the purposes of these Findings, I use “Respondent” and “Party” interchangeably.

26. Some three months after joining, around June or July 2023, the Claimant applied to become a general election candidate for the Party. She was interviewed and, on 21 July 2023, was told she had made it on to the Approved Candidate List. The email from the Respondent's National Candidate Coordinator, Kirsty Walmsley, sent from the email address of "candidates@reformparty.uk", informed the Claimant that the next stage of the process was to allocate her a seat.

27. Some six weeks later, on 8 September 2023, the Claimant received another

email from Ms Walmsley, again from the same email address, with the subject header of "*Application Update: Fast Track – Alyn and Deeside*". The email congratulated the Claimant on having successfully made her way through the initial candidate assessment process, and noted that M Walmsley was delighted to confirm that the Claimant's application had been fast tracked and that she had been allocated the position of "*Constituency Spokesperson for Alyn and Deeside*".

28. The email went on to note that candidates would normally be required to attend a training and assessment day before being allocated a seat, but that candidates who were fast tracked were instead offered a combined "*Induction and Training session*" which would equip the Claimant with "*everything you need to kick start your campaign*". The email also informed the Claimant that her details had been passed on to her Regional Manager who would be in touch with her to introduce themselves and to offer her support throughout her campaign. That Regional Manager at all relevant times was Caroline Jones.

29. On 13 September 2023, Ms Walmsley sent an email to "Candidates Reform UK", inviting the Claimant, amongst others, to become a member of a WhatsApp group for her region. Recipients were told that if they did not wish to be included, they could say so.

30. The Claimant had, just prior to that, on 11 September 2023, sent an email to Ms Walmsley raising a query over the length of time the fast track process was taking. Ms Walmsley then wrote to the Claimant again on 15 September 2023, again congratulating the Claimant on being "*appointed as the Spokesperson/Candidate for Alyn and Deeside*". She explained the delay, reminded the Claimant that Caroline Jones would be in touch with her shortly if she had not already done so. She concluded her email by noting that the Claimant should have received an email inviting her to a GDPR training session and providing an NDA for her to sign, which would "*allow you to have access to the supporter database for your constituency to help aid you in getting your campaign up and running.*".

31. In her witness statement, the Claimant referred to spokespeople being subject to Key Performance Indicators ("KPI"s). She referred to an article from The Guardian from 15 February 2025, in which Zia Yusuf, understood then to have been the Party's Chair, stated that KPIs had been introduced to "*spur on Reform's army of canvassers*".

32. It was not clear what the specific KPIs were or when they were introduced, the article appearing several months after the Claimant's relationship with the Respondent ended. However, the indications provided by the Claimant were that the Respondent took some steps to ensure candidates worked to develop the Party's activities in their constituency, in terms of profile-raising activities such as mailshots and social media posts, and membership and fundraising campaigns.

33. The only document the Claimant entered into with the Respondent directly was a Non-Disclosure Agreement dated 15 September 2023. That document focused very much on data protection issues, seemingly on the basis that the Claimant was to be given access to the Respondent's database, known as

"Nationbuilder", for the purposes of her campaign.

34. On 8 November 2023, Ms Walmsley, again from the email address of candidates@reformparty.uk, wrote to a generic group of "Candidates Reform UK", which included the Claimant, inviting them to the Respondent's first "*Candidate Graduation Event*" on 23 November 2023. The email noted that whilst attendance was not mandatory, it was expected. It went on to say that attendance at the event would qualify the attendee to "*transition from being a Spokesperson, to a Prospective Parliamentary Candidate*".

35. The only other documents governing the relationship between the Claimant and the Respondent were the Party's Constitution and its Branch Rules. The former related to membership of the Reform UK party, its organisation, and its Board. It contained a section dealing with party discipline, which noted that a disciplinary panel could be formed to deal with matters of discipline and appeal, which would be conducted with proper regard for the rules of natural justice. The Constitution also dealt with the approval of election candidates.

36. The latter document dealt with the formation and regulation of Party branches, including the appointment of Branch Officers of Chair, Deputy Chair, Campaign Manager, Treasurer and Secretary. The document again included a section relating to candidates, noting that, once the election count for a given election was complete, any unsuccessful candidate who was standing for election was no longer a candidate. The document also included a disciplinary procedure, but that was stated to apply exclusively to elected Branch Officers.

37. In her role as Spokesperson, and then as Candidate, the Claimant participated in a number of activities. She attended, and spoke, at a Welsh Spring Conference in February 2024, where she was described as being a "Welsh Candidate". In the lead up to the general election in July 2024, she also attended weekly candidates' meetings, held via Zoom on Friday evenings.

38. The Claimant also undertook a range of campaigning activities, including attending hustings, both in her own constituency as candidate, and in neighbouring constituencies in order to support other candidates, particularly where they were not as experienced as the Claimant. In relation to many of those she liaised with the Respondent's Regional Organiser for Wales, Caroline Jones. In an email she sent to the Claimant on 2 November 2023, in which she introduced herself as the Respondent's Regional Manager for Wales, Ms Jones noted that she was a "*volunteer (unpaid) and put as much time as is possible for the party*".

39. The general election took place on 4 July 2024 and the Claimant was not elected. Notwithstanding the wording of the Branch Rules, the Claimant appeared to have continued as a member, campaigner and spokesperson, attending several events over the summer of 2024.

40. By September 2024 however, issues had come to a head, on which I did not hear detailed evidence, which led to a complaint or grievance being brought by the Claimant against the Party, and to disciplinary action being taken against the Claimant by the Respondent, and the ultimate termination of the

Claimant's Party membership.

Conclusions

41. Taking into account my findings of fact and the applicable legal principles, my conclusions in relation to the issues I had to determine were as follows.

Contract

42. In order for the Claimant to qualify as an employee under the ERA, she was required to have entered into, or to have worked under, a contract of employment. The same requirements arose in respect of the assessment of whether the Claimant was employed for the purposes of the EqA, but those provisions are expanded to include circumstances where the Claimant had worked under a contract personally to do work. In order to qualify as a worker, the Claimant again had to have worked under a contract of employment or another contract whereby she undertook to do or perform personally any work or services for the Respondent. In all cases, work by the Claimant under a contract with the Respondent was a prerequisite.

43. In this case, no written contract existed, and nor did I consider that any of the written documents, contended by the Claimant to form part of an overarching contract, involved any form of contract between the parties. The Non-Disclosure Agreement simply focused on the Claimant, as a general election candidate, keeping information, largely relating to party membership, confidential and processed in accordance with data protection requirements. The Party Constitution and the Branch Rules simply dealt with membership of the party and, in the case of the latter document, appointment as an officer of a Party Branch, such as Chair, Treasurer or Secretary.

44. In the absence of any materially relevant documentation, my focus therefore, was on the practical arrangements between the Claimant and the Respondent, and the activities the former undertook for the latter.

45. In that regard, it was clear that the Claimant undertook a range of activities, in terms of increasing party membership, raising funds for the Party, and expanding its profile, between March/April 2023 and September 2024. Those were activities undertaken, initially as a member of the party and then as a spokesperson for the constituency of Alyn and Deeside, and then as the Party's general election candidate for that constituency. In that regard, the role of “Spokesperson” appeared always to have been intended to transition into “Parliamentary Candidate”. Indeed, the National Candidate Coordinator’s email of 15 September 2023 referred to the Claimant having been appointed as the “*Spokesperson/Candidate for Alyn and Deeside*”.

46. The activities continued after the general election in July 2024. Whilst they obviously did not include campaigning for a specific election, the activities undertaken appeared to be very much of a piece with those undertaken before, and were either to be viewed as a return to activities as a member, or as activities undertaken with a view to again becoming a candidate for the party, whether at a forthcoming Senedd election or a forthcoming Westminster Parliament election.

47. No indication of any payment to the Claimant in respect of her activities was

ever provided. Indeed, the terms of section 111 of the Representation of the People Act 1983, would appear to have prevented any payment to the Claimant in respect of election campaign canvassing in any event.

48. Whilst there appeared to have been some targets set for the Claimant as a spokesperson and candidate, the particular detail of them was not before me, and it did not appear to me that those targets or KPIs amounted to anything more than an attempt by the Respondent to impose a greater structure on its activities. Indeed, the Claimant, in her witness statement, referenced the KPIs as ensuring that spokespeople controlled volunteers in their area rather than that the spokespeople were themselves controlled. In any event, there was no indication in any of the documentation I was referred to regarding the policing of any targets or KPIs, or the imposition of any sanction for a failure to comply with them.

49. Ultimately, I did not consider that there had ever been any intention to create legal relations between the two parties. Had there been such an intention, then I would have anticipated that at least a bare framework of an agreement between the parties as to core matters such as activities, hours, location, and payment, would have been put in place. No such document was ever put in place, but nor did there appear ever to have been any discussion between the parties about those matters.

50. I also noted that the communications between the Claimant and the Respondent's other representatives related to her status, first as spokesperson, which, as I have noted, appeared to be a precursor to becoming a candidate, and then as candidate. Within those communications there were references to "*your campaign*".

51. Even after the election, in exchanges with Caroline Jones, she referred to being pleased that "*so many of you have continued as the point of contact in your constituencies and for continued grassroots campaigning.*".

52. In my view therefore, the Claimant's case failed due to there not being any form of contract between the two parties. However, even if I had considered that there had been some form of contract between the parties, I would not have concluded that it was a contract of employment.

Contract of employment

53. As the appellate authorities have made very clear, in order for there to be a contract of employment between two particular parties there must be an irreducible minimum in relation to the core matters of personal service, control, and mutuality of obligation.

Mutuality of obligation

54. With regard to the last of those, whilst there appeared to be a form of expectation that spokespeople and candidates would undertake activities to advance the cause of the Respondent as a political party, that did not, in my view, ever reach the stage of the Respondent being under any obligation to provide duties, i.e. work, to the Claimant or, in relation to any such duties, any obligation on the Claimant to undertake them.

55. There clearly was an expectation that the Claimant would undertake a reasonable amount of development and campaigning activity, as the Respondent was looking for her to become a member of Parliament, but that activity was, in my view, more a matter of collaboration towards a mutually beneficial outcome than an obligation to provide and undertake work.

Control

56. I would similarly not have been satisfied that there was any particular degree of control over the Claimant's activities by the Respondent. She undertook a limited amount of training, and took part in party activities in her constituency and beyond, but those were not materially directed by the Respondent, and nor were they controlled by the Respondent in the form of sanctions for not undertaking them.

57. For example, the email of 13 September 2023, in which the Claimant, amongst others, was invited to become a member of a WhatsApp group for the region, did not require participation; the Claimant, along with other spokespeople, were told that if they did not wish to be included, then they could say so. Also, the invitation to the Candidate Graduation Event in 2023 indicated that whilst attendance was expected, it was not mandatory.

58. I also noted that Caroline Jones, in her email to the Claimant of 2 November 2023, in which she introduced herself as the Respondent's Regional Manager for Wales, noted that she was a "*volunteer (unpaid) and put as much time as is possible for the party*". That did not strike me as someone who was intended to have a controlling or directive role with regard to the Claimant's activities.

59. The Claimant, in her witness statement, although it was in a section which read more as making submissions than providing evidence, queried why disciplinary action was taken to remove her as a party member rather than summary removal. However, the Party's constitution contained provisions relating to the disciplining and sanctioning of members, and I did not see that utilising those provisions involved any evidence of control of the Claimant other than as a member of the party.

Personal service

60. Finally, with regard to personal service, most of the appellate authorities relating to personal service revolve around the ability or otherwise to introduce a substitute, which was not a particular factor in this case.

61. More generally, whilst it appeared to me that it was always anticipated that the Claimant would undertake a large number of activities herself, there did not seem to be any requirement that she undertake any specific activities herself, other than any relating to her role as a candidate in her specific constituency.

<u>Equality Act employment and worker status</u>

62. Turning to the application of section 83 EqA, my conclusions above relating to personal service would, had I considered that a contract existed between the parties, have meant that I would not have concluded that any such a

contract would have involved the Claimant being employed under a contract personally to do any work.

63. The same assessment would then have arisen in relation to the question of worker status under section 230(3) ERA, on the basis that my conclusions on personal service would have meant that it could not have been said that the Claimant undertook to do or perform personally any work or services for the Respondent.

64. The extended definition of worker set out in section 43K ERA did not have any bearing on the Claimant's status. In her witness statement she referred to section 43K(1)(a)(ii) and the substantial determination of the terms of engagement, but did not provide any evidence as to how her terms of engagement were substantially determined. In addition, she overlooked that sub-section (ii) is conjunctive with sub-section (i), such that sub-section (a) only applies where the person was introduced or supplied to do work by a third person and the terms of engagement were determined not by the individual but by the person for whom they worked, the third person, or both. There was no evidence that the Claimant was ever introduced to the Respondent by a third party, and therefore section 43K ERA had no application.

65. Overall, in my view, the activities, the Claimant undertook for the Respondent could be described in the same manner as the potential activities of Mr Sutton were described by Employment Judge Dunlop in the ***Sutton*** case, in that the activities to be undertaken by the Claimant did not amount to work in the usual sense, but rather were activities undertaken in furtherance of the aligned political aims of the Respondent and the Claimant, as a candidate, herself.

Authorised for issue by
Employment Judge S Jenkins
19 August 2025

Sent to the parties on:

17 September 2025

For the Tribunal Office:

Katie Dickson

Notes

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