



EMPLOYMENT TRIBUNALS

Claimant: Mr M Dey

Respondent: Nasa Umbrella Limited

Heard at: Croydon via CVP

On: 25 November 2025

Before: Employment Judge Wright

REPRESENTATION:

Claimant: In person

Respondent: Ms P Elsey – HR Manager

JUDGMENT having been sent to the parties on and written reasons having been requested in accordance with Rule 60(4) of the Employment Tribunals Rules of Procedure 2024, the following reasons are provided:

REASONS

1. This claim arises solely under contractual principles and the Tribunal has jurisdiction under the Employment Tribunals Extension of Jurisdiction England and Wales Order 1994/1623.
2. The claimant presented his claim form on the 4 June 2025 and he claims a two week notice period.
3. The respondent responded to that claim on the 2 July 2025 and denied it was liable to the claimant.
4. A letter was sent from the Tribunal on the 11 November 2025 which referred to both sides appearing to agree the claimant was not an employee (of the respondent) but a worker or contractor. The claimant was asked to respond.

The claimant referred to Government guidance and to his employment rights when working through an umbrella company (such as the respondent). The claimant has also sent an email to the Tribunal on the 11 November 2025 referring to his being an employee of the respondent and to a signed contract of employment which was in the respondent's bundle of documents.

5. Until the morning of the hearing, that bundle was not before the Tribunal.
6. In fact, there is a contract of employment between the claimant and the respondent and the respondent accepted the claimant was its employee at the relevant time.
7. The contract of employment is dated 27 February 2025 and runs to 15 pages. It is signed on behalf of the respondent on the 27 February 2025 and by the claimant on the 3 March 2025 (page 25).
8. Clause 14 which the respondent relies upon, refers to 'Termination (assignment)' (page 21). Assignment is defined as "Assignment/Client Assignment" and refers to the 'work that you agreed to perform for the Client'. "Client" is also a defined term in the contract and that refers to the 'company/organisation that you are providing your services to'. On this occasion, the Client is 'Capco' as referred to in the New Assignment Schedule (page 27).
9. The New Assignment Schedule also stated that standard working hours are 8 hours per day. In addition, it also stated the 'Notice period (from Nasa/You to the Agency/Client) ... for Employment Business to terminate Assignment: 2 weeks' (page 27). The Employment Business is Fuel Group Limited by reason of the definition of "Agency" in the contract of employment which defines the Agency as 'the recruitment agency/employment business who introduced you to the Client'.
10. All of these facts were repeated on the New Assignment Schedule which extended the Assignment on the 1 April 2025 (page 47).
11. Clause 13 of the contract of employment provides for 'Termination (Employment with Nasa)' (page 20). Clause 13.1 provides: 'Termination of a Client Assignment does not also terminate your contract of employment with NASA Umbrella'. After one month, but under two years' continuous employment, the notice period to either side is one week's notice (clause 13.4.2).
12. Payment is covered at clause 3 of the contract of employment (page 14). There is reference to a Contract Rate with the Agency (clause 3.1). Contract Rate (a defined term) refers to the funds the respondent receives from the Agency or End Client. Clause 3.1 states that the Contract Rate is not the rate

which the claimant is entitled to be paid. It provides that wages will be calculated as per the remainder of clause 3.

13. Clause 3.2 continues: 'Basic Pay'. In short, clause 3.2.2. states the wages will be paid at the applicable National Minimum Wage (NMW) rate. Indeed, the claimant's two pay slips show a payment at Basic Rate of £12.21 (the rate of NMW at the relevant time).
14. The claimant's Contract Rate was £800 per day. The payslip for the 31 March 2025 shows that he was paid 16 units at £800 per day, he therefore worked 16 days of 8 hours. The Basic Pay (basic rate) calculation is 16 days x 8 hours x £12.21 = £1,562.88. Indeed the payslip shows this sum was paid to the claimant (page 11 of his bundle).
15. The payslip dated 30 April 2025 shows the claimant worked 7 units, therefore 7 days. The Basic Pay (basic rate) calculation is 7 days x 8 hours x £12.21 = £683.76. Again, that is the sum showed as paid to the claimant (page 12 of the claimant's bundle).
16. Both parties agree that on the 9 April 2025 the Client/Capco terminated the claimant's assignment.
17. The claimant claims 2 weeks' notice period provided for in the New Assignment Schedule, which he refers to as the headline 2 week notice period which should be paid to him had he worked it (page 27). He claimed that at a rate of £800 per day.
18. The respondent relies upon clause 14.2 which sets out the conditions allowing for immediate termination. As happened in this case on the 9 April 2025.
19. There is no contract between the Client (Capco) and the claimant. There is a contract between the Agency (Fuel Group Limited t/a Fuel Recruitment (an Employment Agency and Employment Business according to the covering letter enclosing the contract between it and the respondent (page 31)). There is no contract between the Agency and the claimant before the Tribunal. The Agency is not a respondent to this claim.
20. There is therefore no contractual clause which provides that the Client (Capco) or the Agency will provide the claimant with 2 weeks' notice. The Tribunal therefore agrees with the claimant it is misleading to state this on the New Assignment Schedule as he has no means of enforcing this clause against the Client (Capco).
21. The only contractual clause between the claimant and the respondent (the parties to this litigation) is clause 13.4.2 which provides for one week's notice

from the respondent to the claimant (page 20). According to the Payment clause, the Basic Pay is the NMW.

22. The claimant is therefore entitled to 5 days x 8 hours x £12.21 = £488.40 gross in lieu of the notice period which should have been provided to him under the contract of employment. The claimant is to account to HMRC.

Approved by:
Employment Judge Wright
25 November 2025

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Notes

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found at www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/