



EMPLOYMENT TRIBUNALS

Claimant: H Delalu

Respondent: Platinum Housing Support and Care Limited

Heard at: London South, by CVP

On: 13 November 2025

Before: EJ Rice-Birchall

Representation

Claimant: In person

Respondent: No appearance

JUDGMENT

The claimant was not an employee or worker of the respondent at the relevant time. The claim is therefore dismissed because the Tribunal does not have jurisdiction to determine it.

REASONS

Background

1. The claimant brought a claim alleging that the respondent had made unlawful deductions from her wages on 19 January 2025. Early conciliation took place between 25 November 2024 and 6 January 2025. No response was received.
2. On 18 March 2025, the Tribunal wrote to the claimant to ask for information about the monies they alleged were owed to her by the respondent in order to consider whether a judgment could be made without a hearing.
3. The claimant replied on 16 April 2025, and further chased the Tribunal on 22 July 2025. EJ Fowell replied on 24 July 2025. He explained that the claimant's response dated 16 April 2025 raised a number of further questions.
4. Firstly, the claim form indicated that the claimant was still in employment. EJ Fowell explained that it is very unusual in those circumstances for the

employer to fail to respond to a claim form and asked if the claimant had taken any steps to resolve the issues with their employer?

5. Secondly, the details provided on the claim form indicated that the claimant's remuneration did not depend on hours worked or an agreed salary but on making placements. EJ Fowell pointed out that this raised a question as to whether the claimant was, in fact, an employee or worker on the one hand or a self-employed agent or contractor on the other. He explained that the Tribunal would want to see the contract referred to in the claim form to understand the basis of the claim and any relevant records of the claimant's earnings.
6. Given the number of issues, a hearing was relisted. The claimant was asked to ensure that all relevant documents were assembled and provided to the Tribunal, with a copy to the respondent, at least seven days before the hearing.
7. In the event, the claimant did not provide any documents in advance but did provide a contract and a number of invoices to the clerk at the outset of the hearing at the request of the Judge.
8. The claimant gave oral evidence but had not prepared a witness statement.

Facts

9. The claimant is a social worker with many years' experience. She works for different organisations from time to time on assignments. Those organisations are usually local authorities, but may also be private organisations. The claimant explained that she left full time work in 2019 and provides her services to local authorities or private organisations from time to time as and when she wants to do so.
10. The claimant was introduced to Kofoworola Wale-Ajasa of the respondent by a mutual acquaintance. The respondent had a number of children's homes and the claimant offered to help them find children to place in those homes. The claimant had the contacts and experience to be able to place children in that way.
11. Following an initial discussion with the respondent around 20 June 2025, it was agreed that the claimant could provide "specific services" for the respondent, in respect of securing "complex placements" (words in quotes used by the claimant in evidence). The claimant explained that the placements she would introduce could pay the respondent up to £30 000 per week and so it was agreed that she would receive an ongoing payment of £900 per week in respect of each placement. It was agreed that the claimant would provide a contract.
12. The claimant wrote the contract which is dated 5 July 2024 and which is entitled "Contractual Agreement". In it, the claimant is described as an independent social worker.
13. The contract contains the following clauses of relevance:

- a. Background: The Parties entered into this contractual agreement under which Henrietta Delalu (Professional Consultant) will assist and support [the respondent] secure placements for children and young people from Local Authority placement teams to procure their residential homes or accommodation owned by [the respondent]. This agreement also covers placements secured for [the respondent] whereby a retainer is agreed between [the respondent] and the Local Authority to ensure the placement is available for the Local Authority to utilise when required.
 - b. Payment: [The respondent] will pay [the claimant] the sum of £900 weekly to cover fees and costs of the professional services for the lifetime and duration of the specific placement secured by [the claimant] for [the respondent]. The fees will be paid directly to [the claimant's] bank account, commencing the week of the first payment to [the respondent] by the Local Authority who procures the placement .. based on [the claimant]..working for [the respondent] to secure the placement...
 - c. Agreement: The parties agree that for the above fees, [the claimant] will act as a commissioner between [the respondent] and Local Authorities. She will assist in securing referrals and potential placements."
14. The claimant secured two placements for the respondent which she said involved time on the phone, responding to emails and attending meetings. She said she was putting her own professional credibility on the line. The claimant had to ensure the placement was safe and that any child placed would be cared for properly. The claimant described her role as a go-between. Once the child was placed, if the Local Authority had any concerns, it would contact the claimant, who would speak to the respondent.
15. Once she had made the placements, the claimant invoiced the respondent. The invoices have the claimant's name and address and describe the claimant as a Professional Consultant. It is dated and addressed to the respondent. The description of service is "securing RS placement for PHS &CL with Ealing Council @ rate £900 a week."
16. The respondent has not paid the claimant since the first invoice submitted and the claimant now seeks payment of her invoices as unlawful deductions from wages. In order to be able to do so, the claimant must first satisfy the Tribunal that she is a worker and/or an employee within the meaning of s230 Employment Rights Act 1996 (ERA).

The Relevant Law – Employee/Worker Status

17. The definition of "worker" is set out in s.230 ERA which provides,

Section 230 *Employee, workers etc.*

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

(2) In this Act “contract of employment” means a contract of service or a 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 or undertaking carried on by the individual;

and any reference to a worker’s contract should be construed accordingly.

18. Accordingly, the statute identifies three types of people:

- 1) Those employed under a contract of employment;
- 2) Those self-employed people who are in business on their own account and undertake work for their clients or customers; and
- 3) An intermediate class of workers who are self-employed but who provide their services as part of a profession or business undertaking carried out by someone else.

19. As Lord Leggatt JSC summarised in *Uber* (at paragraph 41 of his decision), for an individual to hold ‘worker’ status (in circumstances where they were not working under a contract of employment – s230(3)(a)), it is evident from the definition in s230(3)(b) above that the following factors are necessary: 1) there must be a contract, whether express or implied and if express whether written or oral whereby an individual undertakes to perform work or services for the other party; 2) that contract must provide for the individual to carry out personal services; and 3) those services must be for the benefit of another party to the contract who must not be a client or customer of the individual’s profession or business undertaking.

20. The correct approach to employment/worker status, and in particular the relevance of any contractual documentation to that issue, is set out in the decisions of the Supreme Court in **Autoclenz v Belcher [2021] ICR 1157** and **Uber v Aslam**.

21. In **Autoclenz v Belcher** it is stated at [35]: “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.”

22. In **Uber v Aslam** Lord Leggatt JSC stated at [85], “The **Autoclenz** case shows that, in determining whether an individual is an employee or other worker for the purposes of the legislation, the approach endorsed by the **Carmichael** case is appropriate even where there is a formal written agreement (and even if the agreement contains a clause stating that the document is intended to record the entire agreement of the parties). This does not mean that the terms of any written agreement should be ignored. The conduct of the parties and other evidence may show that the written terms were in fact and agreed to be a record, possibly an exclusive record, of the parties’ rights and obligations towards each other. But there is no

legal presumption that a contractual document contains the whole of the parties' agreement and no absolute rule that terms set out in a contractual document represent the parties' true agreement just because an individual has signed it.."

23. The determination of the actual agreement between the parties must be undertaken with the primary focus on whether the individual asserting employee or worker status met the tests set out in the relevant statutory provisions rather than whether they qualified for that status under the terms of the contract: **Uber BV v Aslam** at [76]. So, in other words, by looking at the whole picture.
24. In accordance with the **Uber** decision the role of the Tribunal is to determine as a matter of *statutory interpretation* whether C fell within the definition of a worker (irrespective of what may have been agreed by way of the contract between the parties). In deciding whether a claimant is a worker as defined under s230, the fact that he or she signed a document will be relevant, but not conclusive, evidence of the true position where the terms are standard and non-negotiable and where the parties are in an unequal bargaining position. It upheld the Court of Appeal's decision that tribunals should take a 'realistic and worldly-wise', 'sensible and robust' approach to the determination of worker status.
25. Where there is a contract under which a person undertakes to perform personally any work or services for another person, it is necessary to consider whether the person undertaking the work is excluded from being a worker because they carry on a profession or undertaking of which the other person is a client or customer. The concepts of integration, control and/or subordination may assist in these tasks: **Sejpal v Rodericks Dental Ltd [2022] ICR 1339** at [33].
26. At paragraph 71 of the **Uber** decision Lord Leggatt JSC referred with approval to the passage in **Byrne Bros (Formwork) Ltd v Baird** [2002] ICR 667, para 17(4) by Mr Recorder Underhill QC (as he then was) when considering the purpose of the relevant statutory provisions: *"the policy behind the inclusion of limb (b) ... can only have been to extend the benefits of protection to workers who are in the same need of that type of protection as employees stricto sensu—workers, that is, who are viewed as liable, whatever their formal employment status, to be required to work excessive hours (or, in the cases of Part II of the Employment Rights Act 1996 or the National Minimum Wage Act 1998, to suffer unlawful deductions from their earnings or to be paid too little). The reason why employees are thought to need such protection is that they are in a subordinate and dependent position vis-à-vis their employers: the purpose of the Regulations is to extend protection to workers who are, substantively and economically, in the same position. [emphasis added] Thus the essence of the intended distinction must be between, on the one hand, workers whose degree of dependence is essentially the same as that of employees and, on the other, contractors who have a sufficiently arm's-length and independent position to be treated as being able to look after themselves in the relevant respects."*
27. The EAT explained in **Baird** that drawing this distinction in any particular case will involve all or most of the considerations that are applicable to

distinguishing between a contract of employment and a contract for services, but with the boundary extended further in favour of the individual. Relevant factors are: a) the degree of control exercised by the putative 'employer'; b) the exclusivity of the engagement and its typical duration; c) methods of payment; d) what equipment the 'worker' supplied; and e) the level of risk undertaken by the individual. Factors tending to show that an individual is running their own business and that the party for whom the work is performed is a client or customer of that business would be the individual: a) having business accounts prepared and submitted to HMRC; b) being free to work for others; c) being paid at a rate that includes the cost of overheads; and d) not being paid when not working,

28. Notwithstanding the significance of these authorities, cases of this kind are extremely fact-sensitive and the extent to which their principles are engaged depend entirely upon the particular factual matrix under consideration. An error of law could easily arise if these cases are slavishly applied without proper analysis of whether the principles apply to the particular facts in any case where worker status is in issue.

Relevant factors:

Personal service

29. "Personal service" means that the employee must have agreed to provide his or her own work and skill in exchange for a wage or other remuneration.

Control

30. In relation to the question of control, the judgment of Dixon J in **Humberstone v Northern Timber Mills [1949] 79 CLR 389** states, "*The question is not whether in practice the work was in fact done subject to a direction and control exercised by an actual supervision or whether any actual supervision was possible but whether ultimate authority over the man in the performance of his work resided in the employer so that he was subject to the latter's orders and directions.*"
31. This approach was approved by the Court of Appeal in **Montgomery v Johnson Underwood Ltd [2001] ICR 819** where Buckley J stated at [19] that what was required was a "*sufficient framework of control.*"
32. In **Troutbeck SA v White & Todd [2013] IRLR 286** the EAT held that the question is whether there is to a sufficient degree a contractual right of control over the worker, not whether in practice the worker had day to day control over his work. Control requires that ultimate authority over the purported employee in the performance of their work rests with the employer. The Court of Appeal subsequently approved this approach (**White & Todd v Troutbeck SA [2013] IRLR 949**).

Integration

33. Langstaff J (as he then was) in **Cotswold Developments Construction Ltd v Williams [2006] IRLR 181**, EAT, referred to an 'integration test' that will often be relevant in determining whether a person is a worker or in

business dealing with a customer or client. According to this test, in many cases it is possible to determine whether a person is providing services to a customer or client by focusing on whether that individual actively markets his or her services as an independent person to the world in general (and thus has clients or customers) or whether he or she is recruited to work for the principal as an integral part of its organisation. The Court of Appeal in ***Hospital Medical Group Ltd v Westwood*** [2013] ICR 415, held that there was no 'single touchstone to unlock the words of the statute in every case' but accepted that the integration test is a useful determinant.

34. Ultimately, a tribunal is required to approach the matter holistically, taking account of all relevant facts, balancing those against the appropriate principles outlined in the case law above before reaching a conclusion on whether a claimant meets the statutory definition of 'worker' under the ERA.

Conclusions

35. The starting point is the contract and whether that is an accurate reflection of the relationship between the parties.
36. It is noted that the claimant drafted the contract and so there is no question in particular because the claimant drafted it so there is no question of standard or non-negotiable clauses. There is no evidence of an unequal bargaining power, as the respondent simply signed the contract as drafted by the claimant. There was no evidence of any clauses being included with which the claimant did not agree.
37. The contract purely provides for payment of £900 per week in respect of any placement secured by the claimant. These fees were not wages for time spent by the claimant, but effectively commission for the placements secured. The contract does not include any stipulation of how the claimant should provide her services.
38. The Tribunal is satisfied that the contract does indeed reflect the reality of the relationship between the claimant and the respondent. On the face of the contract, there was simply a commercial arrangement between the claimant and the respondent in which the claimant would, in consideration of the claimant sourcing children for placement with the respondent would be paid a commission on a weekly basis for the duration of the placement.
39. In considering the nature of the relationship between the claimant and the respondent, the starting point was the contract. However, the Tribunal has also considered other factors such as personal service; control; mutuality of obligation; and integration.

Personal service

40. The contract was personal to the claimant and it did not contain any right for her to provide the service through someone else.

Control

41. There was no contractual right of control over the claimant and there was no evidence before me of the respondent exercising any control at all over the claimant in the performance of the contract. There was no evidence of any subordination. Ultimate authority over the claimant in the performance of her work therefore resided in her. She was not in any way subject to the respondent's orders and directions. It was up to her whether or not she provided any placement at all and what she did to secure/ continue it.

Integration

42. There was no evidence before me of any integration in the business. The claimant provided children for placement using her own skills and experience.

Other factors

43. The claimant was free to work for others during the lifetime of the contract.

44. The only obligation on the respondent under the contract was to pay the claimant if (and only if) she found children for placement in the respondent's homes.

45. Payment was due to be by payment of invoices rather than through weekly or monthly wages which related to the amount of work performed by the claimant for the respondent.

46. Taking the very limited evidence before me and all of these factors into account, I find that the claimant was in business on her own account and does not satisfy the statutory definition of an employee or a limb b worker. Accordingly, the Tribunal has no jurisdiction to hear the claim of unlawful deduction from wages.

Approved by:

Employment Judge Rice-Birchall

20 November 2025

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision. If written reasons are provided they will be placed online.

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 here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/