



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs Anne White

**Respondent:** George F White LLP

**Heard at:** Newcastle

**On:** 16 & 17 October 2025

**Before:** Employment Judge Childe

## REPRESENTATION:

**Claimant:** In person (represented by Mr White, her husband)

**Respondent:** Mr Garland (Managing Director)

# REASONS

## Introduction

1. I was provided with an agreed bundle which contained 155 pages.
2. I heard evidence from the claimant herself, Mr White, the claimant's husband and Mr Greenwood a chartered accountant who acted for Mr White when he set up his chartered surveying practice.
3. The respondent produced witness statements for Jessica Douglas, HR and recruitment manager and Elaine Young, Head of Finance. However, these witnesses did not attend to give evidence in person and therefore I attached less weight to their evidence than had they done so.

Issues

4. The issues for me to consider are as follows when considering liability:
  - 4.1. Was the claimant an employee of the respondent within the meaning of section 230 of the Employment Rights Act 1996?
  - 4.2. If so, was the claimant dismissed from employment?
  - 4.3. If the claimant was dismissed, what was the reason or principal reason for dismissal? In so far as the reason was the substantial reason of a breakdown in the working relationship between the claimant and the respondent or redundancy, the tribunal will need to decide whether the respondent genuinely believed the relationship had broken down or the claimant was redundant.
  - 4.4. If the reason was a breakdown in the relationship or redundancy, did the respondent act reasonably in all the circumstances in treating that as a sufficient reason to dismiss the claimant?

Findings of fact

5. Mr White established the respondent, a chartered surveying practice based in the north-east of England, in 1979. At that time Mr White was a sole practitioner in the respondent's business.
6. The respondent has evolved since then, other equity partners have joined the respondent practice, which has grown considerably.
7. The claimant is Mr White's wife.
8. When the respondent practice was established in 1979 the claimant supported the business by manning the telephone at home and arranging appointments.
9. In around 1984 the claimant became more involved in the respondent's business. The claimant attended farm auctions sales and promoted the services of the respondent to contacts from charity events.
10. There was no written contract of employment ever issued to the claimant.
11. Mr Greenwood advised the respondent, in around 1984, that the claimant should be remunerated as an employee of the respondent.

12. From this time until March 2024, the claimant was paid a regular salary, which was always at the threshold for national insurance contributions, initially around £3000 and subsequently rising to £5400.
13. Mr Greenwood said in evidence that the claimant was an employee in recognition of the claimant carrying out duties for the respondent. However, I disagree and find that this arrangement was put in place principally as a tax efficient way of paying the claimant and in turn Mr White himself, because the claimant's salary tracks exactly the national insurance threshold and doesn't reflect the value of the work the claimant, on her case, is said to have done. It has barely gone up in 40 years and the tax payable on it is very modest, if any.
14. The claimant alleged that she had a contractual entitlement of a car, taxed, insured, serviced and fueled, which was said to be in addition to the claimant's salary and in recognition that she was an employee. I disagree because I find that this so-called benefit to the claimant was in fact a mechanism devised to give Mr White an additional tax efficient benefit and not the claimant. I've reached this conclusion because:
  - 14.1. The claimant could not explain how she received this payment. Her evidence was confused on this point. For example, she couldn't explain how she claimed fuel back from the respondent, nor the basic details of how the car was taxed, insured and serviced.
  - 14.2. The claimant didn't receive this benefit herself. Mr White said in evidence that he claimed the benefit of two cars on the necessary accountancy paperwork: those two cars being his car and his wife's'. I was told he did so because employees (i.e. the claimant) couldn't claim a car allowance.
  - 14.3. Mr White was able to explain clearly in his evidence how the car benefit worked and how it was taxed, insured and serviced, suggesting it was his benefit.
  - 14.4. Mr White said he put fuel in the car using his own company issued credit card, which suggests strongly it was his benefit and not his wife's'.
15. There is an email dated 11 October 2013 from the respondent which invited the claimant to sign documents setting out her rights and obligations as a shareholder in the respondent and referring to her as an employee.

16. There are minutes of an equity partners meeting in 2017 where the minutes themselves record: *Anne White is paid a salary of £5,400 per annum that is charged through the profit and loss.*
  
17. The claimant said in evidence that her job title was business developer, and she was expected by the respondent to attract new clients and fees for the firm on a twenty-four hours a day, seven days a week basis. I will refer to this as the Business Development Work, in these reasons.
  
18. The claimant said she was instructed to host hospitality events, attend point-to-point race meetings and local shows, and was required to entertain clients and staff for dinner at her home as well as laundering auction coats. I will refer to these activities as the Host Activities, in these reasons.
  
19. I do not agree that the claimant was instructed to do Host Activities by the respondent or indeed did those Host Activities from 2000 onwards, for the following reasons:
  - 19.1. Dealing firstly with whether the claimant was instructed to carry out Host Activities. The claimant said in evidence that she took instructions from Mr White and conveyed new contacts to him, which he either developed as relationships himself or passed the contacts to others within the respondent to develop. I don't agree that the claimant took instructions from Mr White, as alleged. The claimant's evidence on when she took instructions from Mr White was confused and defensive. The claimant said she took instructions *wherever* as they *lived together*. The claimant went on to say she was finding the respondent's line of questioning on this point difficult, which I conclude was because the claimant did not at any time think that she was taking instructions from her husband, Mr White, as to what work to do for the respondent, in an employee capacity.
  - 19.2. Dealing secondly with when the Host Activities took place. The claimant's evidence about when she carried out the Host Activities was unclear. The claimant said that she could not remember the last time she did the Host Activities. Mr White evidence's evidence was that for the first 15 years of employment the claimant carried out the Host Activities but later the claimant did the Business Development Work. I have accepted Mr White's evidence on this point.
  
20. My conclusion in paragraph 19.1 is consistent with my findings of how the claimant sourced introductions for the respondent. There was very little evidence from the claimant about how she did the Business Development Work. Doing the best I can and based on the evidence I heard I find that such potential referrals arose because of chance encounters between the claimant and her friends or people she met at charitable events that she was attending anyway, independent of the respondent. An

example of this is the claimant's referral of work from the Graves family from Corbridge in 2023 or 2024 (the claimant's evidence was unclear on the exact date). This came about because of a chance encounter the claimant had with this family after the claimant had gone to get her hair cut. The claimant agreed that she knew the Graves family socially and that they were friends. The claimant mentioned the Graves family potential opportunity to her husband and ultimately it was referred to the respondent by Mr White and converted into a client of the respondent.

21. I find that Mr White was not the claimant's line manager for the following reasons:

21.1. Prior to the first day of the tribunal, it hadn't occurred to him that he had line management responsibility for the claimant.

21.2. No formal work line management of the claimant of any kind ever occurred.

21.3. When Mr White did a formal handover of all his work in summer 2023 he did not mention that he was a line manager of the claimant.

22. Mr White agreed the points in paragraphs 21.1 and 21.3 in his evidence and I reject Mr White's evidence on the point in paragraph 21.2 because it was incredible and not supported by any documentary evidence.

23. The claimant was not identified as an employee on the respondent's internal client management system.

24. Any client leads that the claimant generated for the respondent were identified in the respondent's internal client management system as originating from Mr White.

25. Mr White agreed points 23 and 24 in evidence.

26. The claimant had not been issued with a business card and had no email address with the respondent

27. The claimant rarely, if ever, attended the respondent's office. The claimant said in evidence that she last attended the office in 2020 and even then, it was only once a year that she would attend.

28. The claimant was unaware of business development events held by the respondent between 2021 and 2024, and the claimant did not attend those events.

29. The claimant did not appear on the respondent's client facing website.

30. The claimant was given no business development materials by the respondent to do the Business Development Work.

31. The claimant did not attend an annual firm-wide event where the respondent got all eighty staff together to tell them about the performance of the respondent's business.
32. The claimant was unaware of the respondent's policies and procedures, including the anti-bribery policy
33. The claimant didn't carry out any of the training offered by the respondent to their employees.
34. The claimant never requested holidays.
35. The claimant never reported in sick.
36. The claimant never claimed expenses.
37. The claimant agreed the matters in paragraphs 26 to 36 in evidence.
38. Mr White handed his notice to leave the respondent in the summer of 2023 and was placed on garden leave. The claimant made no contact with the respondent at this time to say that her supposed line manager was no longer carrying out any duties for the respondent.
39. Mr White was expelled from the respondent's partnership in February 2024. There is a separate ongoing dispute between Mr White and the respondent regarding this.
40. The claimant was extremely upset by Mr White's expulsion from the respondent practice. The claimant unilaterally decided to stop working for the respondent at this time as she herself had decided that she did not wish to promote the respondent's business any longer. The claimant did not tell anybody at the respondent that she had decided to do so. The claimant agreed this in evidence.
41. On 21 March 2024 the respondent stop paying the claimant a salary.

[Relevant Law](#)

42. The starting point for determining employment status is always to look at the wording of the statute. The Employment Rights Act 1996 defines employee in section 230:

**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.

(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.

(5) In this Act “employment”—

(a) in relation to an employee, means (except for the purposes of section 171) employment under a contract of employment, and

(b) in relation to a worker, means employment under his contract;

and “employed” shall be construed accordingly.

(6) This section has effect subject to sections 43K, 47B(3) and 49B(10); and for the purposes of Part XIII so far as relating to Part IVA or section 47B, “worker”, “worker’s contract” and, in relation to a worker, “employer”, “employment” and “employed” have the extended meaning given by section 43K.

(7) This section has effect subject to section 75K(3) and (5).

43. There can be no substitute for applying the words of the statute to the facts of each case **Clyde & Co v Bates Van Winkelhof**, [2014] UKSC 32.

44. There also must be a contract in existence between the parties for there to be a contract of service in the first place **Cotswold Developments Construction limited and Williams [2006] IRLR 181**.

45. Once it has been established that there is a contract between the parties, it is then for the tribunal to determine what type of contract it is. This is best done by following a

structure approach to the relevant statutory wording **Sejpal v Rodericks Dental Ltd [2022] EAT 91**.

46. After the case of **Johnson Underwood Ltd v Montgomery [2001] EWCA Civ 318**, the correct approach is to start by considering the **Ready Mixed Concrete** points of (i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master. (ii) He agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master. (iii) The other provisions of the contract are consistent with its being a contract of service. Sufficient control is a necessary part of the irreducible minimum factors required for a contract of employment to exist.
47. For a contract to be a contract of service and therefore of employment, there must be the following core features:
- 47.1. The requirement to do the work personally.
  - 47.2. Mutuality of obligation.
  - 47.3. A sufficient degree of control.
  - 47.4. Overall, the provisions of the contract are consistent with it being a contract of employment. This will involve weighing the factors for the contract being one of employment and the factors that appear to be against it being a contract of employment.

#### Mutuality of Obligation

48. Here, for a contract of employment to exist (as compared to a worker contract for provision of personal services) there must be legal obligations between the employer and employee for the entirety of the duration of the contract **Clark v Oxfordshire Health Authority [1998] IRLR 125**.
49. Mutuality of obligations is often cited as being the obligation on the employee to provide their skill or expertise personally, and for the employer to either pay for that work done or be required to offer work to be done. Consideration of this question is, therefore, relevant to whether there was any contract at all after **Cotswold Developments**.

#### Sufficient control

50. If there is a contract to provide services personally with mutuality of obligation to bring it into the employment field, it must then be decided whether there was a sufficient degree of control **Ready Mixed Concrete (South East) Limited v Minister of Pensions and National Insurance [1968] 1 All ER 433**. In the absence of sufficient control, there cannot be a contract of employment.

51. The correct question to ask here, is whether the relationship between the worker and alleged employer created general control rather than actual day to day control whilst on shift. **White and another (respondents) v. Troutbeck SA** (appellant) [2013] IRLR 949.
52. After **Humberstone v Northern timber Mills (1949) 79 CLR 389** the correct test is described thus, *“The question is not whether in practice the work was in fact done subject to a direction and control exercised by any 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 order and directions.”*

The overall picture

53. If there is a contract, personal service, mutual obligations where relevant and sufficient control, there may be a contract of employment.
54. The tribunal must then weigh up all relevant facts and circumstances to decide if any factors point towards or away from full employment and then come to an overall decision. This is point iii) in the **Ready mixed concrete** test.
55. When performing this more general analysis, once the other three tests have been satisfied so that there *may* be a contract of employment, the facts that can be taken into account are those which were, or ought reasonably to have been, known by the parties at the time **HMRC v Atholl House Productions Limited [2022] EWCA Civ 501**.
56. Part of the function of painting the picture, is to determine what the significant details are in the instant case and to look at the whole arrangement.
57. The only decisive factors are tests 1 (contract and mutuality) and 2 (sufficient control) from the **Ready Mixed Concrete** case.
58. When you get to test 3, weighing factors pointing toward or away from employment, the whole context, circumstances and factual matrix must be considered. The above factors are indicative only.

Analysis and Conclusion

Employment Status

*Was there a contract between the parties?*

59. There was no written contract of employment. However, there was an agreement between the claimant and the respondent, following advice from Mr Greenwood, that the claimant would be remunerated as an employee and I therefore conclude that there was a contract between the parties.

*The requirement to do the work personally.*

60. It was not suggested by the respondent that the claimant ever sent a substitute or delegated the work she did for the respondent to anyone else and I therefore find that the claimant did carry out work personally for the respondent.

*Mutuality of obligation.*

61. There was not a legal obligation between the claimant and the respondent for the claimant to be offered work by the respondent or for the claimant to provide their skill or expertise or do any work at any time.

62. I've rejected the claimant's evidence that she was line managed by Mr White in paragraphs 19.1 and 21. No one at the respondent carried out any line management of the claimant. As I have already found, Mr White did not issue the claimant with instructions to do work, nor did anybody else from the respondent. I therefore conclude that nobody at the respondent offered work to the claimant. Having said that, the respondent did pay for work to be done.

63. The claimant was not required by the respondent to provide her skills or expertise or do any work at any time. The Business Development Work was done at a time of the claimant's choosing and was, based on my findings at paragraph 20, an opportunistic response from the claimant to a chance encounter with someone in her day-to-day life. The claimant was not obliged to do the Business Development Work, but nonetheless she did sometimes refer potential clients to Mr White when the opportunity arose.

64. The fact that the claimant was not obliged to do any work for the respondent was starkly illustrated by the claimant's unilateral decision, in February 2024, to just stop doing any Business Development Work, without telling the respondent about this. This is consistent with my findings that there was no obligation on the part of the claimant to do any work for the respondent at any given time, nor on the respondent to offer it.

65. There was therefore not sufficient mutuality of obligation between the parties to satisfy the first part of the Ready-Mix test.

*A sufficient degree of control.*

66. I also find there was not sufficient control by the respondent of the claimant to satisfy the second part of the Ready-Mix test. I say this because:

66.1. The claimant had no regular hours of work, and the respondent had no control over the hours the claimant worked. The claimant couldn't say in evidence when she worked and suggested that she worked 24 hours a day, 7 days a week, which leads me to conclude that the claimant controlled what work she did and when she did it.

66.2. The claimant had no line manager. I've found at paragraphs 19.1 and 21 that Mr White was not the claimant's line manager, and it wasn't suggested by the claimant anyone else managed her.

66.3. The Business Development Work the claimant said she was doing was consistent with her supporting Mr White, an equity partner of the respondent, in her capacity of his spouse, to grow the respondent's business but not someone whose work was under the control of the respondent. For example, naturally, the claimant mentioned that potential opportunity of the Graves Family to her husband and ultimately that encounter converted into a client. This appears equally to be the case with other contacts the claimant came across. None of those contacts were met by the claimant in a formal business development work context; rather they were people the claimant met through her daily life, including, for example, her charitable work. Whilst this could, on one view, be the claimant somehow being under the control of the respondent to carry out the Business Development Work, I find it was not. Rather it is more consistent with the claimant spotting an opportunity as a loyal and devoted spouse and passing it on to her husband to turn it into a client which would ultimately benefit the respondent firm, but also the claimant and her husband through his drawings as an equity partner of the respondent. The respondent did not control the claimant in any sense when she carried out the Business Development Work.

66.4. The claimant's role was said to be business development, but she wasn't identified on the respondent's internal client management system at all. The respondent therefore had no way of tracking whether the claimant had introduced a lead into their business. Any clients the claimant did introduce to the respondent were recorded on the system as Mr White's leads. The claimant was given no Business Development materials to do her role nor was she trained on this role, including doing training on anti-bribery. This evidence supports my conclusion that the respondent had no control over what the claimant was or was not doing, and

did not have the ability to manage the claimant, as they did not know when the claimant had generated leads as they had no management information about this on their internal systems.

67. I therefore conclude that the respondent did not have any control over what the claimant did, let alone sufficient control over what the claimant did at the time she was allegedly doing work for the respondent to, bring her within the necessary threshold of control under the Ready Mixed Concrete test.

*The overall picture*

68. Whilst it is not strictly necessary to go on to consider the overall picture, if I am wrong that the first and second parts of the Ready Mixed Concrete test have not been fulfilled, I go on to consider the overall picture.

69. I must consider whether there are any factors which are inconsistent with the contractual arrangement being a contract of employment. In doing this, I have reminded myself that no one individual factor is determinative, and I need to consider all the relevant circumstances in the context of the job role whilst also considering the factual backdrop of the arrangements between the claimant and the respondent for the provision of work and the doing of that work.

70. Looking at all the circumstances, the factors that point to the contract being one of a contract of employment are:

70.1. Mr Greenwood's proposal that the claimant be made an employee in 1984 and the claimant receiving a regular salary from then (including this being referred to in the equity partners meeting in 2017). However, for the reasons I give at paragraph 13, this was primarily put in place for tax efficiency purposes and not because the respondent believed the claimant was an employee from an employment law perspective.

70.2. The email dated 11 October 2013 which invited the claimant to sign documents setting out her rights and obligations as a shareholder in the company and referring her as an employee. This is evidence that could point in favour of the claimant being an employee but is not conclusive.

71. By contrast, there are many factors that point away from the contract being one of a contract of employment. For example:

71.1. The remuneration the claimant received was structured in a way to be as tax efficient as possible and did not reflect the value of the Business Development

Work the claimant was said to be doing as a business developer. I say this for the following reasons:

- 71.1.1.1. For the reasons set out in paragraph 13 the salary was primarily for Mr White's benefit and didn't reflect the value of the work the claimant, on her case, is said to have done.
- 71.1.1.2. For the reasons set out in paragraph 14 above, the alleged entitlement of the claimant to a car, taxed, insured, serviced and fueled, which was said to be in addition to the claimant's salary, was in fact a mechanism devised to give Mr White an additional tax efficient benefit and not the claimant.

72. The claimant was not part and parcel of the respondent organisation, for the following reasons:

- 72.1. The claimant hadn't attended the respondent's office since 2020 and prior to then did so very rarely.
- 72.2. The claimant was unaware of the respondent's policies and procedures, including the anti-bribery policy, which was very relevant to the claimant's alleged role of business developer.
- 72.3. The claimant didn't carry out any of the training offered by the respondent to their employees.
- 72.4. The claimant wasn't given a business card and had no email address. The claimant was never given any business development material to do the Business Development Work. The claimant never claimed expenses. The claimant wasn't given the tools she needed to carry out the business development role by the respondent.
- 72.5. The claimant wasn't on the respondent's website, nor was she identified as an employee on the respondent's client referral database.

73. The claimant never requested holidays. There was no way for her to request holidays.

74. The claimant never reported in sick.

75. My findings at paragraphs 71 to 74 are all consistent with the claimant not being an employee of the respondent. They are also consistent with my finding that the claimant, the spouse of Mr White, helped him in her capacity as his spouse to further the respondent's business, but not in the capacity of an employee of the respondent.

76. Consequently, I have concluded that when looking at the overall picture, the claimant was not an employee of the respondent as defined in section 230 of the Employment Rights Act 1996.

77. As I have reached this conclusion, it is not necessary for me to go on to consider the issues identified in paragraphs 4.2 to 4.4 above as the claimant is not an employee within the definition of section 230 of the Employment Rights Act 1996.

**Approved by:**

**Employment Judge Childe  
26 November 2025**