EMPLOYMENT TRIBUNALS

Claimant: Mr MD A Kashem

Respondent: Continental One Ltd

Heard at: Manchester **On:** 3 February 2026

Before: Employment Judge Barker

REPRESENTATION:

Claimant: self-represented
Respondent: no attendance

JUDGMENT

1. The claim was presented in the Manchester Employment Tribunal on 16 April 2025. The respondent has failed to present a valid response on time. The Tribunal has decided that a determination can properly be made of the claim in accordance with rule 22 of the Rules of Procedure.

2. The claimant was dismissed in breach of contract in respect of notice, and the respondent must pay damages to the claimant of £440.

REASONS

1. The claimant was offered employment by the respondent on the basis of 40 hours per week at £11 per hour, to provide care services in the Greater Manchester area, in 2023.

2. The claimant emigrated from Bangladesh to the UK to take up the respondent's job offer and the respondent was his sponsor for visa purposes. The claimant understood that the job was for a fixed-term of four years and that he would be guaranteed £22880 per year salary, based on £11 per hour rate of pay and a 40-hour working week. However, I was not provided with any contract of

employment or job offer, only the claimant's visa application form completed by the respondent which indicated that the visa was for 4 years, and which contained information about the type of job that the claimant would be doing and the rate of pay. The claimant has consistently said that he was not told where he was going to work, providing the care services, or who for.

3. It would be extremely unusual for any worker in the UK to have a guaranteed income for four years without the right of the employer to end the contract sooner than that – under UK law either party to a contract can terminate the contract by giving notice to the other. Therefore, although the claimant asks that he receive four years' salary, there is no automatic entitlement to that. In the absence of a written contract or clear oral terms to the contrary, the implied terms are for either party to be able to give notice to the other to end the contract. Where the contract has lasted for less than two years, the notice required is one week, unless the contract gives a different notice period.

4. There is some suggestion in the papers that the claimant provided to me for this hearing that the respondent required that the claimant pay a large sum of money to obtain a visa, in the region of over £20,000. I have no authority to compensate the claimant for this money. If he considers that this is fraud on the part of the respondent's directors, Tawanda Clarence Muzondo and Stacey Mabika, he should report this to the British police.

5. He asked that I refer him as a victim of modern slavery via the National Referral Mechanism, but the Employment Tribunal is not a designated "first responder" organisation and so I have no authority to do that. I have told the claimant to visit the Citizens Advice Bureau in the town where he lives, as they are designated first responders and may be able to assist him.

6. The claimant arrived in the UK on 30 November 2023. He was told by the respondent to apply for DBS clearance, which he did, and to pass his UK driving test, which he did. He was also required by the respondent to do a week's online medical training in order to be able to start work, which he did in February 2024, which he says took him 40 hours, or one working week.

7. The claimant is not the only person who was promised work by the respondent and did not receive it. There would appear to be approximately 10-20 others in the same situation as the claimant.

8. He and others in the same situation as him were repeatedly told by the respondent that work would be forthcoming, and that they were having issues with CQC registration, but that they should be patient. The claimant was told by the respondent to look for other work alongside his work for the respondent in

the meantime, and he did look, but was unable to find work given the nature of his visa and the fact that the respondent was his sponsor.

9. Eventually, the claimant realised that no work would be forthcoming and the respondent stopped communicating with him. He started ACAS Early Conciliation on 10 March 2025 as he realised at that point that his relationship with the respondent was at an end.

10. It is very difficult to identify what the claimant's relationship with the respondent is, and whether it is that of an employee or an agency worker. I originally considered that the claimant was an agency worker, however on a close reading of the respondent's description of his job in the visa sponsorship document, I accept that the claimant was offered employment directly with the respondent.

11. Without any evidence from the respondent, it is very difficult to say when the claimant's employment with the respondent started. Other than the week's training, he has clearly not done any work for them. However, given that the week's training was in February 2024, I find that the relationship must have started by then.

12. While there is not an absolute right to be provided with work if none is available, once enough time has elapsed without work being provided, the employer's failure to provide work can amount to a breach of contract allowing the employee to consider himself dismissed. The claimant was given repeated assurances by the respondent to be patient and that they would sort their difficulties out, including with CQC registration. He and the other employees waited, and eventually the respondent stopped communicating with them and at that point the claimant considered himself dismissed. I find that this happened in early 2025, and the claimant stared ACAS conciliation shortly afterwards.

13. The claimant's employment came to an end without him having been given the proper notice of termination. The respondent must pay him a week's pay which is £440, £11 per hour for 40 hours.

14. The respondent's company was due to be struck off the Companies House register in October 2025, but this strike-off action was discontinued after an objection was received by Companies House. The company accounts on the Companies House register show that for 2024 the company had only £76 in net assets. I told the claimant that whatever award of compensation was made in his favour, he was unfortunately unlikely to receive it from the company. When the company is struck off, he may be able to apply to the National Insurance

Fund for payment of some of the money he is owed (information about this can also be obtained via www.gov.uk or the Citizens Advice Bureau.)

Approved by:

Employment Judge Barker

4 February 2026

Judgment sent to the parties on:

8 April 2026

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For the Tribunal:

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

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

ARTICLE 12

Case number: **6013180/2025**

Name of case: **Mr MD A Kashem** v **Continental One Ltd**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 8 April 2026

the calculation day in this case is: 9 April 2026

the stipulated rate of interest is: **8% per annum**.

Paul Guilfoyle

For the Employment Tribunal Office

GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note: www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

   If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.

3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.

4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.

5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.

6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.

7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.

8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.

9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.