



EMPLOYMENT TRIBUNALS

Claimant: Mr R Mhlanga

Respondent: Spirit Logistics Ltd

Heard at: Liverpool (by CVP)

On: 5 February 2026

Before: Employment Judge Ainscough (sitting alone)

Representation:

Claimant: in person

Respondent: not in attendance

JUDGMENT

1. The claim was presented on 24 June 2025. The respondent has failed to present a valid response on time. The Employment Judge has decided that a determination can properly be made of the claim, in accordance with rule 22 of the Employment Tribunal Rules of Procedure 2024.
2. The claimant was a worker in accordance with section 230(3)(b) of the Employment Rights Act 1996.
3. The respondent has made unauthorised deductions from the claimant's wages contrary to section 13 of the Employment Rights Act 1996 and must pay the claimant **£777** gross.
4. The claimant has incurred interest from use of his overdraft and credit card as a result of the unauthorised deductions from his wages and in accordance with section 24(2) of the Employment Rights Act 1996 the respondent must pay the claimant **£77.70**.

REASONS

5. The claimant was dismissed on 2 April 2025 from his role as a delivery driver.
6. The claimant started ACAS Early Conciliation on 4 April 2025. The claimant received the Certificate on 16 May 2025. The claimant submitted the ET1 form on 24 June 2025 and made a complaint of

unauthorised deduction from wages contrary to section 13 of the Employment Rights Act 1996.

7. The respondent was required to submit the ET3 form on 27 October 2025 but failed to do so. A response not received letter was sent to the respondent on 27 January 2026.
8. The parties entered into a contract in which the claimant was described as an “independent person in business, in their own right, providing professional driver and multi-drop delivery/courier services and, such skills and abilities may, from time to time, be available to the Company.”
9. The claimant confirmed, under oath, that the claimant did not operate his own business that provided services to the respondent. The claimant described the respondent providing a minimum of 3 shifts per week. The claimant worked between 8am-6pm in the winter and 10am – 8pm in the summer. The claimant rejected paragraph 3 of the contract which states “that the supplier is free to decline to provide any services at any time for any reason.” The claimant recalled that when he asked to work less shifts in order to revise, his request was rejected by the respondent.
10. The claimant said if he could not work a shift for example, due to illness, he had to provide the respondent with notice and the respondent sourced a replacement from the pool of drivers that worked for the respondent. The claimant rejected paragraph 12 of the contract that he was “free to send a suitably skilled and qualified substitute or hired assistant in their place to provide the services on their behalf.”
11. The respondent provided the claimant with a van and high visibility jacket. The respondent’s vans were fitted with trackers and video cameras in order to monitor the claimant’s performance and productivity. The respondent provided the claimant with the route for deliveries. The respondent instructed the claimant where to leave the package. The claimant rejected paragraph 5 of the contract that he was “free to decide how the service is provided and will not be subject to supervision, direction or control, or any thereof, by any party as to the manner in the supplier provides the services.”
12. Clause 37 of the contract which reads: “as previously stated, the relationship of the supplier to the company will be that of independent contractor and nothing in this agreement shall render the supplier an employee, worker, agent or partner of the company and the supplier shall not hold themselves out as such” is a sham.
13. The reality of the relationship between the claimant and the respondent was that of worker and employer. The claimant entered into the contract on the understanding that the respondent was his employer. The Tribunal has considered the case of **Uber BV and others v Aslam and other (2021) ICR 657**. The claimant is a worker in accordance with section 230(3)(b) of the Employment Rights Act 1996.
14. The claimant worked 3 shifts between 16 March 2025 – 22 March 2025 and 3 shifts between 23 March 2025 – 29 March 2025. The claimant

was not paid for this work. The claimant's gross weekly wage was £388.50.

15. As a result of the non-payment the claimant had to use his overdraft and credit card to pay his bills and incurred interest. The interest incurred equated to 10% of the unpaid wages.

Approved by:

Employment Judge Ainscough
17 February 2026

JUDGMENT SENT TO THE PARTIES
ON

14 April 2026

FOR THE TRIBUNAL OFFICE

Notes

Written reasons will not be provided unless a written request is presented by either party within 14 days of the sending of this written record of the decision.

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **6023523/2025**

Name of case: **Mr R Mhlanga** v **Spirit Logistics Limited**

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: 14 April 2026

the calculation day in this case is: 15 April 2026

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

For the Employment Tribunal Office