EMPLOYMENT TRIBUNALS

Claimant: O Nicholls

Respondent: Connex Education Partnership Limited

HELD AT: Manchester (by Cloud Video Platform (CVP)) **ON:** 9, 10, 11 February 2026

BEFORE: Employment Judge Ficklin

REPRESENTATION:

Claimant: Mr Irving of the National Supply Teachers Network
Respondent: Mr Roberts, counsel

JUDGMENT

The JUDGMENT of the Tribunal is:

1. The claimant's claim to have suffered less favourable treatment as an agency worker than a directly recruited employee is not well-founded and is dismissed.

2. The claimant's claim of failure of employer to pay, or that unauthorised deductions have been made, is not well-founded and is dismissed.

REASONS

INTRODUCTION

1. In a claim form presented on 19 April 2024, following ACAS Early Conciliation, the claimant Mr O Nicholls brought complaints under the Agency Workers Regulations 2010 in respect of alleged underpayment after the qualifying period.

2. The respondent is Connex Education Partnership Limited. The claimant worked as a supply teacher at Lowton West Primary School (which is agreed to be the hirer) via

the respondent as the employment intermediary, and he initially named Wigan Metropolitan Borough Council and the Governing Board of Lowton West Primary School as additional respondents. Before me the only remaining claim is against Connex.

3. ACAS Early Conciliation in respect of this respondent ran from 19 February 2024 until 1 April 2024, and the claim form was presented on 19 April 2024. The claimant's case is that, after completing the qualifying period of 12 weeks (which is agreed to have ended on 30 April 2023), he was entitled to equal treatment as to pay and was paid at rates below the rate to which he would have been entitled had he been recruited directly by the hirer. He quantified the alleged shortfall across specified working days in May 2023, June to July 2023 and September to November 2023.

4. The respondent denies that the claimant was entitled to the rate claimed. It contends that the claimant was supplied in the role of "cover teacher" rather than a mainscale teaching role, and that it relied on information provided by the school to comply with its obligations under the Agency Workers Regulations 2010 (AWR 2010). The respondent further contends that, if any breach were established, it is not liable by reason of the statutory defence in regulation 14(3) of the AWR 2010, on the basis that it took reasonable steps to obtain relevant information from the hirer and acted reasonably in determining and applying the claimant's basic working and employment conditions.

5. The proceedings were case-managed at a preliminary hearing on 28 January 2025, at which the issues were set out for determination, including (i) whether there was a breach of regulation 5 as to pay after the qualifying period, (ii) whether the respondent can establish the statutory defence in regulation 14(3), and (iii) if breach is found and the defence fails, the extent of the respondent's responsibility and what compensation is just and equitable. The record of that hearing notes that the claimant had withdrawn his complaints against Wigan Metropolitan Borough Council and the Governing Body of the School after receiving £3,302.11 in settlement, and that he pursued the balance of £3,302.11 against the respondent.

AGREED ISSUES

6. There was discussion about whether there was an unpaid wages claim as well as a claim under the Agency Worker Regulations, but the issues agreed in the hearing on 28 January 2025 relate to the AWR 2010 only:

Lowton School's Governing Body is agreed to be the hirer as defined in reg 2.

The respondent is agreed to be a temporary work agency within the meaning in reg 4.

The end of the qualifying period is agreed to be 30 April 2023.

1. Was there a breach of regulation 5 in relation to the rate of pay the claimant received after the qualifying period?

1.1. Would the claimant have been entitled to a higher rate of pay if he had been recruited directly by the hirer?

1.1.1. What work was the claimant doing at the School?

1.1.2. Did this entitle him to be paid at mainscale 6?

2. Can the respondent rely on the statutory defence in reg 14(3)? Can it establish that:

2.1. it has obtained, or has taken reasonable steps to obtain, relevant information from the hirer about the basic working and employment conditions in force at the hirer's business and the relevant terms and conditions of comparable employees;

2.2. where it has received this information, it has acted reasonably in determining the basic working and employment conditions to which the agency worker would be entitled at the end of the qualifying period, and

2.3. where it is responsible for applying those basic working and employment conditions to the agency worker, it has ensured that the agency worker has been treated accordingly.

3. If there was a breach of regulation 5 in respect of pay, and the respondent cannot make out the statutory defence in reg 14(3), to what extent is it responsible for the infringement? The respondent may be ordered to pay such compensation as is "just and equitable" having regard to their responsibility for the breach: reg 18(9). The claimant seeks payment of £3302.11, being the remaining part of the shortfall after a payment from the School and/or Council.

LAW

7. The Agency Workers Regulations 2010 materially state:

Rights of agency workers in relation to the basic working and employment conditions

5.—(1) Subject to regulation 7, an agency worker (A) shall be entitled to the same basic working and employment conditions as A would be entitled to for doing the same job had A been recruited by the hirer—

(a)other than by using the services of a temporary work agency; and

(b)at the time the qualifying period commenced.

(2) For the purposes of paragraph (1), the basic working and employment conditions are —

(a)where A would have been recruited as an employee, the relevant terms and conditions that are ordinarily included in the contracts of employees of the hirer;

(b)where A would have been recruited as a worker, the relevant terms and conditions that are ordinarily included in the contracts of workers of the hirer,

whether by collective agreement or otherwise, including any variations in those relevant terms and conditions made at any time after the qualifying period commenced.

(3) Paragraph (1) shall be deemed to have been complied with where—

(a)an agency worker is working under the same relevant terms and conditions as an employee who is a comparable employee, and

(b)the relevant terms and conditions of that comparable employee are terms and conditions ordinarily included in the contracts of employees, who are comparable employees of the hirer, whether by collective agreement or otherwise.

(4) For the purposes of paragraph (3) an employee is a comparable employee in relation to an agency worker if at the time when the breach of paragraph (1) is alleged to take place—

(a)both that employee and the agency worker are—

(i)working for and under the supervision and direction of the hirer, and

(ii)engaged in the same or broadly similar work having regard, where relevant, to whether they have a similar level of qualification and skills; and

(b)the employee works or is based at the same establishment as the agency worker or, where there is no comparable employee working or

based at that establishment who satisfies the requirements of sub-paragraph (a), works or is based at a different establishment and satisfies those requirements.

(5) An employee is not a comparable employee if that employee's employment has ceased.

Relevant terms and conditions

6.—(1) In regulation 5(2) and (3) “relevant terms and conditions” means terms and conditions relating to—

(a)pay;

(b)the duration of working time;

(c)night work;

(d)rest periods;

(e)rest breaks; and

(f)annual leave.

(2) For the purposes of paragraph (1)(a), “pay” means any sums payable to a worker of the hirer in connection with the worker's employment, including any fee, bonus, commission, holiday pay or other emolument referable to the employment, whether payable under contract or otherwise, but excluding any payments or rewards within paragraph (3).

(3) Those payments or rewards are—

(a)any payment by way of occupational sick pay;

(b)any payment by way of a pension, allowance or gratuity in connection with the worker's retirement or as compensation for loss of office;

(c)any payment in respect of maternity, paternity[F4, parental bereavement] or adoption leave;

(d)any payment referable to the worker's redundancy;

(e)any payment or reward made pursuant to a financial participation scheme;

(f)any bonus, incentive payment or reward which is not directly attributable to the amount or quality of the work done by a worker, and which is given to a worker for a reason other than the amount or quality of work done such as to encourage the worker's loyalty or to reward the worker's long-term service;

(g)any payment for time off under Part 6 of the 1996 Act or section 169 of the Trade Union and Labour Relations (Consolidation) Act 1992 M5 (payment for time off for carrying out trade union duties etc);

(h)a guarantee payment under section 28 of the 1996 Act;

(i)any payment by way of an advance under an agreement for a loan or by way of an advance of pay (but without prejudice to the application of section 13 of the 1996 Act to any deduction made from the worker's wages in respect of any such advance);

(j)any payment in respect of expenses incurred by the worker in carrying out the employment; and

(k)any payment to the worker otherwise than in that person's capacity as a worker.

...

Qualifying period

7.—(1) Regulation 5 does not apply unless an agency worker has completed the qualifying period.

(2) To complete the qualifying period the agency worker must work in the same role with the same hirer for 12 continuous calendar weeks, during one or more assignments.

...

Liability of temporary work agency and hirer

14.—(1) Subject to paragraph (3), a temporary work agency shall be liable for any breach of regulation 5, to the extent that it is responsible for that breach.

(2) ...the hirer shall be liable for any breach of regulation 5, to the extent that it is responsible for that breach.

(3) A temporary work agency shall not be liable for a breach of regulation 5 where it is established that the temporary work agency—

(a)obtained, or has taken reasonable steps to obtain, relevant information from the hirer—

(i)about the basic working and employment conditions in force in the hirer;

(ii)if needed to assess compliance with regulation 5, about the relevant terms and conditions under which an employee of the hirer is working where—

(aa)that employee is considered to be a comparable employee in relation to that agency worker for the purposes of regulation 5(4), and

(bb)those terms and conditions are ordinarily included in the contract of such a comparable employee;

and

(iii)which explains the basis on which it is considered that the employee referred to in sub-paragraph (ii)(aa) is a comparable employee;

(b)where it has received such information, has acted reasonably in determining what the agency worker's basic working and employment conditions should be at the end of the qualifying period and during the period after that until, in accordance with regulation 8, the agency worker ceases to be entitled to the rights conferred by regulation 5; and

(c)ensured that where it has responsibility for applying those basic working and employment conditions to the agency worker, that agency worker has been treated in accordance with the determination described in sub-paragraph (b),

and to the extent that the temporary work agency is not liable under this provision, the hirer shall be liable.

8. The Education (Specified Work) (England) Regulations 2012 materially state:

Requirement to be qualified

3.—(1) Subject to regulation 4, a person may not carry out specified work in a school unless that person—

(a)is a qualified teacher; ...

...

Specified work

5.—(1) Each of the following activities is specified work for the purposes of these Regulations—

(a)planning and preparing lessons and courses for pupils;

(b)delivering lessons to pupils;

(c)assessing the development, progress and attainment of pupils; and

(d)reporting on the development, progress and attainment of pupils.

(2) In paragraph (1)(b) “delivering” includes delivery via distance learning or computer aided techniques.

...

EVIDENCE

9. I heard evidence from the claimant on his own behalf. For the respondent I heard from Ms Hannah McDaid, Managing Director of Connex Education Partnership Liverpool Limited (the Liverpool branch of the Respondent).

10. The hearing started with a 168-page core bundle, 15 pages of additional documents, and witness statements. The respondent submitted a skeleton argument/ Opening Note and two cases, namely *Stevens v Northolt High School* 2014 WL 10246849 (2014) and *Rabia Ali v Cassidy Education Ltd and Others:* 3201400/2017, both non-binding Employment Tribunal decisions. Mr Irving for the claimant submitted written closing submissions as well as making oral submissions. I also accepted some further documents during the hearing, including the claimant's "Registration and Consent Form" from when he started work with the respondent, and copies of Regulations 5 and 14 of the AWR 2010.

FINDINGS OF FACT

Background

11. The respondent supplies teachers and other staff to various schools. Among the classifications used for different levels of staff, the respondent uses 'scale' teacher and 'cover' teacher. 'Scale' is understood to refer to "mainscale", ie the England Teacher Pay Scale. In England, teachers automatically advance up pay scales every year of full-time service according to the England Teacher Pay Scale.

12. A 'scale' teacher is a supply teacher taken on by the hirer as a teacher performing substantively the same duties as a directly-hired teacher, ie one that would be paid according to their position on the mainscale, and so must be paid commensurately. A 'cover' teacher' is a qualified supply teacher who is not doing substantively the same job as a directly-hired teacher, and so may be paid less.

13. The claimant is agreed to be a qualified teacher and he worked as a full-time, directly-hired teacher at various primary schools from August 2015 to August 2022. It

is not disputed that the claimant reached the pay level of mainscale 6 during that period.

14. In August 2022 the claimant contacted the respondent to inquire about supply teacher roles. He signed the respondent's "Terms of engagement for agency workers (contract for services)" on 30 August 2022. He undertook other assignments, and his first assignment at Lowton West Primary School was in January 2023. The first "Candidate Assignment Confirmation" provided by the respondent described his "Role" at Lowton West as "Qualified Teacher". He had various further assignments there.

15. His "Candidate Assignment Confirmation" with a start date of 6 February 2023 changed to note that his "AWR Role" was "Cover Teacher". Later "Candidate Assignment Confirmations" switched back and forth between "Qualified Teacher" and "Cover Teacher". Mr Irving put to Ms McDaid in evidence that this change was part of the respondent's attempt to mislead the hirer and/or the claimant about his role at the school. Ms McDaid gave evidence, and I accept, that the change on the forms resulted from an administrative or system change in how the respondent recorded assignments, and the inconsistency was a result of a glitch in the system or user error, but that the respondent did not register any official change in the claimant's role.

16. The claimant relies on a hypothetical comparator of a 'teacher'. The claimant must show that he was doing work that is defined in law as that of a teacher in order to establish his comparator, ie SW. Both parties downplayed the importance of SW under regulation 5 of the SW Regulations 2012. But it seems to me that this is the starting point for whether there is a breach of the AWR 2010, because the SW are in effect the statutory definition of teaching. Under the SW Regulations 2012, only a qualified teacher may perform the SW in a school. By corollary then, someone who is in a role that carries out SW (and who is qualified) is teaching, and distinctions between different types of supply teacher, ie 'cover' teacher or 'scale' teacher become less clear.

17. The parties agreed, and I accept, that a teacher need not necessarily perform all the SW under regulation 5 if the SW Regulations 2012 in order to meet the definition of teacher.

Issue 1: Breach of regulation 5 AWR 2010

18. In his witness statement the claimant professed ignorance of the AWR 2010 requirement to be paid equally to a directly employed person for the same work after 12 weeks at the time he worked for the respondent, despite having spoken to colleagues about that issue. The claimant gave evidence that during his assignment at Lowton West Primary School, he worked as a ‘teacher’ and undertook specified work (SW) within the meaning of regulation 5 of the Education (Specified Work) (England) Regulations 2012 (SW Regulations 2012).

19. The central theme of the claimant's evidence was his contention that he was, in substance, doing the work of a teacher, as defined in the SW Regulations 2012. He accepted the description supply teacher but maintained that the ‘cover’ teacher label used in some documentation was not explained to him and did not reflect a different role in practice. He disputed that he was a 'cover’ teacher in any meaningful sense, saying he had not been informed of such a distinction, had not been given any definition of it, and considered that “a teacher is a teacher”.

20. On the work he carried out at Lowton West Primary School, he said he was booked to teach and did teach across different classes to meet the school’s needs, including covering Planning, Preparation, and Assessment (PPA) time. He said he was not allocated non-contact time for PPA and therefore did planning during breaks and lunch times. He said that the school used pre-prepared schemes of work, including platforms such as Purple Mash and White Rose Maths, that still required adaptation and preparation to meet the needs of the class, which he did.

21. He said he assessed pupils as part of teaching, describing both formative assessment (checking understanding throughout lessons) and summative assessment (for example at the end of computing modules), and said he recorded assessment information and fed back to class teachers. He also said he communicated with parents, including at the start and end of the school day, and dealt

with pupil issues in the class as they arose. He accepted that he was not directed to attend parents' evenings, staff meetings, inset days, school activities or clubs, and was not required to undertake particular additional tasks (for example certain Special Education or administrative matters), but maintained that those matters were not determinative of whether he was carrying out the work of a teacher. Those tasks were, for any teacher, a matter of direction by the headteacher, and he had simply not been directed to undertake them.

22. Notwithstanding the claimant's professed ignorance on the distinctions in types of supply teacher, I accept that he was in substance performing the same role as a directly-hired teacher. The duties he performed were not challenged; the thrust of the respondent's case was that those duties were not sufficient to equal the "same job" as a directly-hired teacher would do. But it seems to me that the claimant was doing some form of each type of SW set out in regulation 5 of the SW Regulations 2012. While there were some duties he was not directed to do such as parents' evenings, there is no clear documentation that specifically requires them for a directly-hired teacher.

23. In all the circumstances, I accept that he was substantively doing the work that a directly-hired teacher may do in the qualifying period. I have set out the work that I accept he was doing. There was some dispute about whether the hirer would have hired the claimant at mainscale 6 had he been hired directly, or whether he could have been hired at a lower point on the mainscale. Both parties accept that there is no legal requirement to maintain a teacher's former level on the mainscale in a new position but Mr Irving submitted that in practice it is not done to hire a teacher at a lower point on the scale. In any case he would have been paid at some level on the mainscale had he been directly hired, which it seems to me is the only necessary measure.

Issue 2: Respondent's reliance on the statutory defence in reg 14(3)

24. I turn to the respondent's argument that it is entitled to rely on the statutory defence in regulation 14(3) of the AWR 2010.

25. Ms McDaid gave evidence about the respondent's processes for engaging supply teachers and applying the AWR 2010. At the start of an assignment, the hirer and the respondent communicate about the hirer's staffing needs. In a document in the bundle

titled “Terms of business with Lowton West Primary School” that is dated 1 February 2023 it states “To enable the [respondent] to comply with its obligations under the Agency Workers Regulations” the hirer is obligated to provide information “as soon as possible prior to the commencement of each Assignment and during each assignment ...and at any time at the [respondent’s] request” including:

> “written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer …”

26. There is no reason to believe that the applicable terms of business between the respondent and Lowton School prior to 1 February 2023 were substantively different. In any event these were the applicable Terms at the end of the qualifying period on 30 April 2023.

27. Ms McDaid described the respondent’s process for compliance with the AWR 2010 as including discussions at the time the assignment is initiated, ongoing communication and the completion of the respondent’s Request for Information (RFI). The RFI is sent out at around eight weeks to prepare for the twelve-week threshold in the regulations. She said that where schools do not respond, the respondent continues to send the RFI weekly, and makes clear to schools that non-response could amount to avoidance, whilst continuing the process.

28. She explained that the RFI is structured with options including ‘cover’ teacher and ‘scale’ teacher and that the selection of options can generate different follow-up fields. She referred to this as “dropdown logic”. She said that when a school confirms ‘scale’ teacher, the supply teacher’s pay would be increased to the appropriate scale rate if that supply teacher had begun as a ‘cover’ teacher. She also said that RFIs are normally completed by senior leadership at the school.

29. In addressing the wording used in the RFI documents, she said the descriptors used, including “specified work”, were derived from Department for Education guidance, and that the respondent relied on that guidance, which was also quoted and hyperlinked from the RFI. She accepted that ‘cover’ teacher is not a nationally defined role in the same way as a qualified teacher that is paid on the mainscale, but

maintained that ‘cover’ teacher is a term used in practice and that the process is aimed at identifying whether the teacher is carrying out the relevant duties such that they should be paid according to the mainscale or not. Her evidence was that the school’s response through the RFI was central and that the respondent proceeded based on information the school provided.

30. Ms McDaid said that once placed, supply teachers are under the supervision and control of the school; that the respondent uses timesheets authorised by the school; and that the respondent is not privy to what happens in classrooms on a day-to-day basis beyond what the school and teacher report. She said that if there is a conflict between what a teacher says and what the RFI indicates, the respondent would ordinarily take it up with the school and seek evidence to clarify what the teacher is doing, and that ultimately a teacher is not obliged to accept or continue an assignment if dissatisfied with pay.

31. She said the respondent had been sending supply teachers to Lowton School since 2012 and she had no reason to doubt the school’s integrity. She said that if a school indicated a teacher should be paid as per the mainscale, the respondent would not dispute it, and that many teachers on the respondent's payroll are paid to scale where appropriate.

32. Lowton School returned the RFI regarding the claimant on 16 March 2023. The RFI was completed by the headteacher and marked to indicate that the claimant was a ‘cover’ teacher, which specified:

> “Role Definition: Deliver introduction and mark work. Sometimes plan work. Does not assess and report on the development, progress and attainment of pupils. This role will not require a rise in the current pay, and charge rate.”

33. There is further evidence in the bundle of ongoing communication between the respondent and Lowton School, some of which regards specific duties for the claimant. There is nothing in the school’s communications to the Respondent that would indicate that the RFI was inaccurate.

34. That I have found that the claimant was doing substantively the same job as a directly-hired teacher does not by itself impart knowledge of that to the respondent. The claimant himself accepted that he did not raise any relevant issues about his duties with the respondent at any material time. The claimant claimed in his witness statement that he sought a pay increase in June 2023 because he spoke to some supply teachers who were being, as he puts it, “paid AWR”. But this is not what he said to the respondent at the time. In his email to the respondent on 1 June 2023 he states that he had eight years’ teaching experience, considered himself a reliable and capable teacher, and that, given his qualifications and market standards for similarly experienced supply teachers, his current rate was too low. He also referred to cost of living pressures and said that continuing in supply teaching at that rate was becoming financially difficult, notwithstanding that Lowton West wished him to stay from September.

35. He did not raise any complaint about doing the same job as a directly-hired teacher until 30 January 2024, and that was in an email to Lowton School. The only source of information for the respondent at the material time was Lowton School.

36. I accept Ms McDaid’s evidence about the respondent's procedure for compliance with the AWR 2010, and the specific evidence of the RFI that Lowton School completed regarding the claimant. The claimant's assertion that Lowton School was confused or misled by the respondent’s RFI, the use of the Department for Education’s non-statutory guidance or other communications is simply unsustainable. There would need to be some clear evidence that the school’s leadership spent more than a decade (2012-2024) being defrauded by the respondent out of sheer ignorance of a commonplace commercial arrangement and applicable regulations, despite repeated reference to those regulations in the respondent’s Terms, RFIs, etc. Further, it would require that none of the school's senior leadership that had been involved in arranging supply teachers had themselves worked as supply teachers or had any experience of the distinctions. I reject this bare assertion without hesitation.

37. The respondent had a reasonable and comprehensive process for establishing what work the claimant was doing. The respondent made the AWR 2010 obligations

abundantly clear to the hirer at every stage, beginning with the "Terms of business" cited above. The RFI states unequivocally,

> "Regulation 5 of the Agency Workers Regulations provides that an Agency Worker who completes a 12-week Qualifying Period in the same role for you will be entitled to receive treatment equal to what they would have received had you recruited them directly. You can either provide the relevant terms and conditions the agency worker would have received had you recruited them directly, or point to a comparable employee you have identified in your organisation. **A comparable employee is an existing employee doing the same or broadly similar work**, working in the same or a different location." (emphasis mine)

38. Mr Irving submitted that the RFI was misleading because it states that a 'scale' teacher must "Carry out all specified duties of a permanent Teacher". But the RFI is clear that this means "the same or broadly similar work" and does not overly-limit the definition of a 'scale' teacher. Even if the distinction were unclear to a layperson, I am not persuaded that a member of the school's senior leadership, indeed in this case the headteacher, would fail to understand the difference. In any event, this does not detract from the respondent's reasonable reliance on the information provided by the school.

39. In relation to this point, toward the end of the hearing Mr Irving seized on Ms McDaid's reference in evidence to the distinctions between supply teacher types to assert that the respondent was introducing yet another category of "general cover teacher". Ms McDaid was doing no such thing and was simply attempting to clarify information as best she could. She clearly did not use "general cover teacher" as a formal category of supply teacher.

40. Alternatively, Mr Irving put to Ms McDaid that the respondent colluded with Lowton School to avoid paying the claimant appropriately. But that is belied by the lack of evidence. There is no evidence at all that Lowton School would (or did) collude with the respondent to deny a supply teacher their pay. The claimant's case that Lowton School had the motive of saving money is not enough to make out this serious accusation.

41. The respondent clearly took reasonable steps to obtain relevant information from the hirer about the basic working and employment conditions in force at the hirer's business and the relevant terms and conditions of comparable employees. There is evidence of continual communication and reminders to Lowton School about their obligations to provide this information and the relevance to the AWR 2010. It is difficult to see what other reasonable steps the respondent could have taken, particularly in the absence of any complaint raised by the claimant. Mr Irving asserted that the respondent should have educated the claimant about AWR 2010, but there is no requirement to do this.

42. The respondent acted reasonably in relying on the information provided to it by Lowton School. It is again difficult to see what else it could have done. Mr Irving submitted that the claimant's claimed ignorance of the AWR 2010 at the material time does not exempt him from its application. Of course that is true, but the issue is whether the respondent had any information from the claimant upon which to act to obtain further information from the hirer that might be different than the RFI or the hirer's other statements about the claimant's role. The claimant did not raise any complaints about his duties at the time.

CONCLUSION

43. I am not greatly assisted by the first instance cases submitted. I do not criticise the parties for their submission, because there is apparently no Employment Appeal Tribunal (EAT) authority on these issues. But the cases turn on their facts and there are importance distinctions between the factual matrices of those cases and this one that, it seems to me, render it unsafe to place much direct reliance on them.

44. I have found that the claimant was doing substantively the work of a directly-hired teacher during the qualifying period at Lowton School, ie the "same job" as someone directly recruited there. But I also find that the respondent took reasonable steps to obtain relevant information from Lowton School about the basic working and employment conditions in force there, and acted reasonably in relying on the information given it by Lowton School, and so makes out the defence under regulation 14(3) of the SW regulations 2012. On that basis, the claimant's claim under the AWR 2010 is not well-founded and is dismissed.

45. There are no agreed issue pertaining to a claim of unpaid wages, but to the extent that the claimant claims that he was not paid appropriately under section 13 of the Employment Rights Act 1996, his claim is not well-founded and is dismissed.

Employment Judge Ficklin
8 May 2026

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Employment Judge Ficklin

JUDGEMENT & REASONS SENT TO THE PARTIES ON
14 May 2026

FOR THE SECRETARY OF THE TRIBUNALS