# EMPLOYMENT TRIBUNALS

**Claimant:** Mr P Colta

**Respondent:** S&S Consulting Services

**Heard at:** Leeds by CVP **On:** 24 June 2026

**Before:** Employment Judge Shulman

**Appearances**
For the claimant: In person
For the respondent: Did not appear, was not represented and did not file a response

# JUDGMENT

1. The respondent was not the employer of the claimant.
2. In the circumstances the Employment Tribunal did not have jurisdiction to adjudicate on the claimant's the claim against S&S Consulting Services.
3. The correct employer of the respondent was Claylense Mills Limited.

# REASONS

1. **Claims**

    1.1. The claim was for unauthorised deduction of wages.

2. **Issues**

    The issues in this case related to:

    2.1. Who was the employer of the claimant and if it was the respondent was the claimant entitled to be paid (his wages)?

3. **Facts**

The Tribunal having carefully reviewed all the evidence (both oral and documentary) before it, finds the following facts (proved on the balance of probabilities):

3.1. The claimant issued a claim for unauthorised deduction of wages against the respondent for a period between 19 May 2025 and 20 June 2025. The claimant says that the following payments were not made:-

19 May 2025 to 25 May 2025 - £2,041.47 gross.

2 June 2025 to 9 June 2025 - £2,019.32 gross.

10 June 2025 to 17 June 2025 - £2,064.46 gross.

18 June 2025 to 20 June 2025, when the claimant ceased employment, - £929.98 gross.

The total was: £7,055.23, which is less than the sum originally claimed which was in the sum of £931.17 more.

3.2. At all material times the claimant was a brickwork manager. The respondent was a payroll company and a company called Claylense Mills Limited (Claylense) was in business of brickwork contracting. The boss of Claylense was Alan Mills and he and his manager Cliff Howv sent the claimant to sites to work for contractors and they gave the claimant his instructions.

3.3. The claimant never received instructions from the respondent as to how to do his work. Claylense instructed the respondent with regard to matters of payroll.

3.4. When working for Claylense the claimant had to do as he was told and could not do what he wanted. The claimant could not get someone else to do his work in his place.

3.5. The claimant was not in business on his own account.

3.6. Claylense provided the respondent with the money to pay the claimant and to pay tax and national insurance. The claimant did not make direct payments to the government for tax and/or national insurance.

3.7. The claimant was not aware of the relationship between the respondent and Claylense.

3.8. There was a contract between the respondent and the claimant but this was not consistent neither with an employment contract or having regard to the facts above with a self employment contract.

3.9. Unfortunately for the claimant Claylense went into some form of insolvency in July 2025. The claimant says he left his employment because he was not paid as set out above but it is clear that whatever form the insolvency took Claylense's insolvency was very close in time to the non-payment to the claimant and his departure.

4. **Determination of the Issues**

(After listening to the factual and legal submissions made by and on behalf of the respective parties):

4.1. It is clear from the evidence that the claimant's instructions did not come from the respondent. They clearly came from Mr Mills and his manager on behalf 0f Claylense.

4.2. Although there was a contract between the respondent and the claimant it was not a contract that informed the claimant how to do his job day to day and the claimant understood that the respondent was where payment came from and he accepted that that came ultimately from Claylense.

4.3. The claimant had to carry out instructions of Claylense and could not get a substitute t0 work instead of him.

4.4. The claimant accepted that he was not self employed and that he was not responsible for paying tax and national insurance, but this was deducted from his pay.

4.5. In all the circumstances the Tribunal finds that the respondent was not the employer of the claimant and, therefore, the claimant's claim against the respondent fails.

4.6. As far as any claim against Claylense is concerned the Tribunal told the claimant that he should take advice as to whether or not he could make a recovery of the claimed sum under Secretary of State rules, having regard to the length of time that has passed since the claim was made. It is for the claimant to take such advice and the Tribunal does not in any way predict the outcome of any application arising from the taking of such advice.

4.7. In all the circumstances the Tribunal does not have jurisdiction to deal the claim by the claimant against the respondent.

J Shulman

**Approved by Employment Judge Shulman**

Date: 17 July 2026

…………………………….

Sent to the parties on:

…………………………….

For the Tribunal:

…………………………..

## Public access to employment tribunal decisions

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.

## Recording and Transcription

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. 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:

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