



EMPLOYMENT TRIBUNALS

Claimant

Mrs M Ilyas

Respondent

Angard Staffing Solutions Ltd

v

Heard at: Watford Employment Tribunal

On: 20 July 2026

Before: Employment Judge Smeaton

Appearances

For the Claimant: In person, with the assistance of her brother-in-law, Mr Aly
For the Respondent: Mr L Millington, solicitor

JUDGMENT

1. The Respondent did not breach regulation 5 of the Agency Workers Regulations 2010 ('AWR 2010') by paying the Claimant less than relevant comparators or by not paying her for rest breaks.
2. The claims are dismissed.

REASONS

Introduction

3. The Claimant is an agency worker. She is employed by the Respondent and, since February 2024, has been assigned to Royal Mail Group ('RM') ('the hirer') at their Midlands Super Hub ('MSH').
4. By a claim form received on 27 April 2025, the Claimant brings a complaint under regulation 5 AWR 2010. She maintains that her rate of pay was lower than that paid to comparable employees directly employed by RM. She also maintains that comparable RM employees were paid for rest breaks, while she was not.

The hearing

5. The Claimant was assisted at the hearing by her brother-in-law, Mr Aly. Although not legally qualified, he demonstrated a reasonable understanding of the law, was able to prepare a written skeleton argument in advance of the hearing, and was able to put relevant and appropriate questions to the Respondent's witness during the hearing.

6. The Respondent was represented by Mr Millington.
7. I was provided with an agreed hearing bundle and skeleton arguments from both Mr Aly and Mr Millington. I was also provided with two witness statements from the Claimant and one witness statement by Ms B Bagnall, RM's Governance and Supply Chain Manager at the relevant time, who gave evidence on behalf of the Respondent.
8. Both the Claimant and Ms Bagnall adopted their witness statements and were cross-examined.
9. During Ms Bagnall's evidence, Mr Aly ought to submit an additional document referred to as a 'three-site side-by-side infrastructure analysis'. This document, which had been prepared by Ms Aly, set out what he considered to be similarities and differences between three of RM's sites; the MSH, the North-West Super Hub ('NWSH') and the Swansea Mail Centre ('SMC'). Mr Aly relied on this analysis to demonstrate that employees engaged at the SMC were not proper comparators because the work they were undertaking was different to that done by those working at the MSH. He maintained that a comparator from the NWSH should have been identified instead.
10. Mr Millington did not object to the document being admitted into evidence. Having considered the document for myself, I did not consider that admitting it would cause any significant prejudice to the Respondent. Having regard to the overriding objective, and noting in particular that the Claimant was unrepresented, I agreed to admit it.
11. I heard closing submissions from both Mr Millington and Mr Aly.
12. I gave judgment and summary reasons orally. At the end of the hearing, Mr Aly made a request for written reasons. These are the full written reasons for the decision.

The issues

13. The issues between the parties were identified by Employment Judge ('EJ') McNeill KC at a preliminary hearing on 20 November 2025. The parties confirmed at the outset of this hearing that the list was accurate. The issues are as follows:
 - 13.1. Was the Claimant paid (and does she continue to be paid) less than relevant comparators employed by the hirer?
 - 13.2. Were relevant comparators employed by the hirer paid for rest breaks when the Claimant was and is not?
 - 13.3. What remedy is the Claimant entitled to if her claims (or either of them) succeed? The Claimant claims a declaration, compensation and potentially a recommendation.

The law

14. Under regulation 5 AWR 2010, qualifying agency workers are entitled to the same basic working and employment conditions as they would be entitled to for doing the same job had they been recruited directly by the hirer.
15. Regulation 7 AWR 2010 provides that, in order to qualify for that protection, the agency worker must work in the same role with the same hirer for 12 continuous calendar weeks.
16. The relevant time for comparison is the beginning of that 12-week continuous period of work (regulation 5(1)(b) AWR 2010).
17. 'Basic working and employment conditions' includes pay and rest breaks (regulation 6 AWR 2010).
18. The entitlement to the same basic working and employment conditions will be deemed to have been complied with where the agency worker works under the same relevant terms and conditions as a comparable employee. The relevant terms and conditions are those which are 'ordinarily included' in the contracts of comparable employees of the hirer.
19. Comparable employees are those who, at the date of the alleged breach, worked for and under the supervision and direction of the same hirer and were engaged in the same or broadly similar work, having regard to the level of skills and qualifications required for the role. Ordinarily, the comparator will work at the same establishment as the agency worker. Where there are no comparable employees working at the same establishment as the agency worker, the Respondent can rely on a comparator employee working at a different establishment, provided that they are engaged in the same or broadly similar work (regulation 5(4) AWR 2010).

Findings of fact

20. The Claimant is an agency worker employed by the Respondent. She accepts that her first assignment with RM commenced in February 2024. The date that she completed a 12-week continuous period of work is not agreed. The Claimant says it was in June 2024. The Respondent says that it was in September 2024. It is not necessary, for the purpose of this claim, for me to determine that issue and I heard no submissions from either party on the point.
21. At all times, the Claimant has been assigned to work at the RM's MSH in a processing function. Her duties include including sorting and handling post. She does not have a delivery role.
22. The Respondent refers to the Claimant's role at RM as an 'Operational Post Grade' ('OPG'). Ms Bagnall's evidence, which I accept, is that those working as OPGs are also referred to as postmen and postwomen and that the grade covers both mail sorters working in mail centres, parcel hubs and super hubs, like the Claimant, as well as postal delivery staff. I accept that can be confusing. Postman or postwoman is generally a term used colloquially to refer to those who actually deliver post. Nevertheless, I accept Ms Bagnall's evidence that, in practice, it is not restricted in this way. Ms Bagnall was a credible witness with knowledge of

RM's operations vis-à-vis agency staff. She explained in her evidence that she had confirmed only this morning with the security investing team that all contracts go out stating postman/postwomen whether the role is customer facing or not.

23. Until 1 December 2022, RM engaged employees and agency workers under what is referred to as the 'old terms'. The terms included an entitlement to pay for rest breaks. From 1 December 2022 onwards, RM amended its terms so that those engaged from that date onwards were to receive a lower rate of pay than under the old terms, and were no longer to be paid for rest breaks. These are referred to as the 'new terms'.
24. Those 'old' and 'new terms' apply equally to those employed directly by RM and those supplied as agency workers to RM.
25. The difference between the two sets of terms applies nationally throughout RM's processing function. They apply to those assigned to the MSH where the Claimant is engaged, as well as all other establishments. This means that are employees directly employed by RM who receive higher pay and more favourable terms than other employees doing the same work at the same establishment, and there are agency workers who receive higher pay and more favourable terms than other agency workers doing the same work at the same establishment. Understandably, that feels very unfair to someone like the Claimant who was assigned to RM after the introduction of the new terms and who, accordingly, receives lower pay and less favourable terms than others she works alongside. Fairness, however, is not the question I have to decide.
26. Three potential comparators have been identified. None of them were employed at the MSH at the date the Claimant commenced her assignment. In her statement, Ms Bagnall explained that at the time of drafting her statement there were no RM OPGs employed on the new terms at the MSH because no employees had been taken on since the new terms came into effect. I have no reason to doubt that evidence. As set out above, I accept that Ms Bagnall was a credible witness. Save as to comparator 2 (addressed below), the Claimant has not identified anyone who she says was employed after 1 December 2022 at the MSH who remains on the old terms. That has now changed in respect of comparator 3, which I address below.
27. Regulation 5 AWR 2010, however, expressly permits me to look beyond the establishment where the Claimant works where there are no comparators at that site.
28. Mr Aly raises concerns that no comparator has been identified from the NWSH, which he says is an equivalent hub to the MSH because, like the MSH, it is also fully automated. When asked about this in evidence, Ms Bagnall said she did not know whether there was a comparator employed at the NWSH on the new terms. She does not personally have access to details of permanent employees as she is responsible for agency workers only. She asked RM's onboarding and security and vetting team for recent contracts for employees engaged on new terms in similar roles and was informed about the two comparators the Respondent relies on (comparators 1 and 3). I understand Mr Aly's concerns about this, and query whether Ms Bagnall's request went far enough, but on balance do not think it

takes the Claimant much further. The Respondent is professionally represented. If there were a comparator at the NWSH employed after 1 December 2022 but on old terms, I would expect the Respondent to have identified them. The Claimant, who bears the burden of proof, has not identified any relevant comparators at the NWSH who she says were employed at the relevant time on the old terms. Nor has she made use of the right under regulation 16 AWR 2010 to request information in writing from RM or the Respondent relating to their duties under regulation 5 AWR 2010. There is no evidence before me to suggest that there are any RM employees at the NWSH employed after 1 December 2022 on the old terms.

29. Addressing the three comparators in turn:

(1) Comparator 1 – Mr K

30. Mr K was identified by the Respondent. He was employed by RM on a fixed-term contract from 29 January 2024 until 28 July 2024 as a 'postman' at the Swansea Mail Centre. His contract makes clear that he is not entitled to paid rest breaks. His hourly rate of pay is not set out. Instead, it is expressed as an annual salary, although there is no suggestion by the Claimant that he received a higher rate than that to which he was entitled under the new terms.
31. The Claimant says he is not a relevant comparator because he was employed on a fixed-term contract which expired in July 2024. He was, however, employed at the relevant time, February 2024, and according to Ms Bagnall remained employed when identified as a comparator for the purpose of these proceedings, his contract having been extended beyond 2024 into 2026. I accept that.
32. The Claimant also says that he is not a relevant comparator because he worked at an establishment which was not fully automated and that the roles are not, accordingly, comparable. I do not accept that. I accept Ms Bagnall's evidence that the job requirements are broadly the same for all establishments. All OPGs are required to handle and process mail. Whilst the tools available to them may be different in different establishments, that does not mean that a different level of experience or skill is required from establishment to establishment. Regulation 5(4) AWR 2010 requires me to look at whether the work is the same or broadly similar having regard to the level of qualification and skills. Further, I accept Ms Bagnall's evidence that even those employed at MSH, which is fully automated, are required to work at the neighbouring parcel hub, which is not.
33. I therefore accept that Mr K is a relevant comparator and that he was employed on the same terms and conditions as the Claimant.

(2) Comparator 2 – Mr L

34. Mr L was identified by the Claimant. His employment commenced on 19 April 2022, and he was engaged under the old terms. He worked at the same establishment as the Claimant. On 10 November 2025, he signed new terms of employment. It is not entirely clear why he did so, but the most likely reason is that he amended his hours to term-time only, given that the contract is about such a change. The Claimant says that that he is a comparator because the new

contract post-dated 1 December 2022 but he remained on the old terms. I do not accept that. His contract expressly states that his continuous employment started in 2022. His employment therefore began before the new terms came into effect and he did not transfer to those new terms when he amended his hours. He did not commence at the same time as the Claimant commenced her 12-week continuous period of employment.

35. I therefore do not accept that Mr L is a relevant comparator.

(3) Comparator 3 – Mrs PK

36. Mrs PK – was identified by the Respondent. She was employed by RM on a permanent contract from 28 April 2026. Again, her hourly rate is not set out but is expressed as an annual salary, but no suggestion is made that she was employed under the old terms. She was employed at the Home Counties North MC in Hemel Hempstead. She was not entitled to paid breaks.
37. In June 2026, she transferred to the MSH where the Claimant worked. At that point, therefore, she worked in the same establishment as the Claimant. This is relevant evidentially although the relevant time for my consideration is the beginning of the 12-week period in February 2024. At that point, she was employed elsewhere. Again, this does not bar her from being a relevant comparator and for the reasons set out above, I accept that the work she was doing was the same or broadly similar to that carried out by the Claimant.
38. I accept that Mrs PK is a relevant comparator.
39. Mrs PK was employed on the same terms and conditions as the Claimant.
40. Even if I am wrong about comparators 1 and 3, and there is no actual comparator allowing for deemed compliance, I am satisfied that there is no breach of regulation 5 AWR 2010 in respect of paid breaks.
41. The Claimant accepted in evidence that she was paid at the same hourly rate as RM employees employed directly after 1 October 2022. She has not identified any comparable RM employees who were employed at the relevant time and paid on the old rate or entitled to paid breaks.
42. The Claimant's argument that there has been a breach, relies heavily on the fact that between October 2023 and for a period of approximately two years, there was an administrative error caused by the Respondent's outsourced payroll which resulted in many, but not all, agency staff receiving pay under the old terms. Approximately 700 agency workers from the Respondent were affected, although not the Claimant. The matter was rectified on 29 September 2025, at which point those approximately 700 staff transferred over to the new terms.
43. The Claimant says that that is unfair. The scale of that error and length of time for which it persisted meant that the payment of agency staff on the old terms from October 2023 had become custom and practice and she was entitled to the same.

44. This argument is misconceived. The Claimant has not brought a claim for unlawful deductions of wages under section 13 Employment Rights Act 1996. Her claim is not that other agency workers received more than her. As Mr Millington said in his closing submissions, I am not concerned in this claim with enhancing the rights of agency workers compared to other agency workers. The Claimant's claim relies on a direct comparison with RM employees. She has not identified any RM employees who were affected by this administrative error and indeed there is no reason to think that any RM employees were so affected. Ms Bagnall confirmed in evidence before me that the fault for the issue lay with the payroll company engaged by the Respondent to carry out payroll in respect of agency staff. Payroll for RM permanent employees is not dealt with by that same company.
45. Accordingly, whilst it may seem unfair to the Claimant that, for at least a year and a half, she was carrying out the same work as other agency workers under different conditions and for different pay, that is irrelevant to the assessment I must carry out under regulation 5 AWR 2010.

Conclusions

46. In light of the above, I am not satisfied that the Claimant has established that she was paid less or had less favourable working conditions as she would have received had she been recruited by RM into the same job in February 2024. There is simply no evidence before me to suggest that the rate of pay that the Claimant received under the new terms was less than that received by equivalent RM employees, or that equivalent RM employees were paid for rest periods whilst the Claimant was not.
47. Accordingly, the claims under regulation 5 AWR 2010 fail and are dismissed.

Approved by:

J. Smeaton

Employment Judge Smeaton

Date: 28 July 2026

Sent to the parties on:

7 September 2026

For the Tribunal Office

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