EMPLOYMENT TRIBUNALS (SCOTLAND)

Case Number: 8002819/2025

Hybrid Hearing Held in Aberdeen on 5 March 2026 & by CVP (Cloud Based Video Platform) on 25 August 2026

Employment Judge Hendry

R Ishaq	**Claimant** **In Person**
Rig Tubulars Limited	**Respondent** **Represented by:** **Ms G Donald** **Solicitor**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The Judgment of the Tribunal is that:

1. **The claimant was not an employee of the respondent company.**
2. **The claims for payment of salary and expenses not being well founded are dismissed.**

REASONS

1. The claimant in his ET1 sought findings that he had been employed as a Business Development Executive from 7 March 2025 until 9 September 2025 and that he was due arrears of salary and expenses arising out of this period of employment.

2. The claimant lives and works in Dubai. The respondent's position was that although they had been in negotiation with the claimant about possible

employment with them and indeed that they had assisted him by arranging a sponsorship Visa to allow him to work in the UK no agreement was ultimately reached and he was never an employee of the company.

3. The issues in the case were clear and the principal issue was whether the claimant was ever an employee of the respondent in the particular circumstances here.

4. The case proceeded to a hearing by CVP on the 5 March 2025. The claimant began giving evidence but had not concluded when he had to stop because of a missile warning. The case had to be continued until the 25 August to conclude. In the interim Mr Ishaq lodged additional documents that he said threw a light on the parties' relationship.

Evidence

5. The Tribunal had a Joint Bundle from parties which was added to by both parties. The claimant gave evidence on his own behalf. The respondent company called Mr Chris Wadsworth, Finance Director to give evidence.

Facts

6. The claimant has wide experience in the oil industry particularly in the Middle East. He had worked as a sales director for over 28 years and was based in Dubai. He had extensive contacts in the oil industry. He became acquainted with a Mr Glyn Geddie, the owner and Managing Director of the respondent company. Mr Geddie had recently moved to Dubai to work but the respondent company continued to trade in Aberdeen where their office was based. The respondent's business is that of being a supplier stockist and redistributor of tubular products (oil well drill casings) and ancillary services to the worldwide oil industry.

7. In 2024 the claimant was contracted to work for another company in Dubai. He was dissatisfied there. He had discussions with Mr Geddie about joining the respondent company and using his contacts to help develop the respondent's business.

8. The respondent's business is 'niche' and depends on personal contacts and intelligence about matching the oil industry's needs with surplus stocks of products.

9. In about early 2024 the claimant and Mr Geddie began seriously discussing a possible business relationship with each other. The claimant was interested in being based in the UK rather than in Dubai.

10. In about July 2024 Mr Geddie discussed the proposal with the company's chief financial officer Mr Wadsworth. Mr Wadsworth had concerns that the company already had a number of employees involved in business development. Mr Gedddie reassured him that the claimant would be on a commission only contract. He wanted to develop the business in Dubai.

11. By July an agreement in principle was reached in relation to some matters such as that the claimant would work for the respondent in Aberdeen. Steps were taken by the respondent company to arrange a Visa for the claimant. This is something the company had not been involved in before and they relied heavily on their legal representatives in Scotland to assist them.

12. The solicitor that was asked to deal with the sponsorship Visa was a Mr Freeland. On 2nd August 2024 he emailed Mr Geddie with a quotation for the cost of the work involved in obtaining a sponsor licence and visas for the claimant, his wife and child to come to the UK.

13. The quotation was passed to the claimant who responded to Mr Geddie ‘‘*please go ahead. I confirm that I will pay all the expenses as and when needed. Thanks for all help*.’’ After the documentation had been obtained from the Home Office the claimant settled the solicitor's account.

14. Issues arose in relation to two matters: the first was the start date of the proposed employment and the second was the claimant’s salary. The start date was originally due to be mid 2024 then a date of 18 November 2024 was provisionally agreed but was then put off by the claimant who continued to live and work in Dubai.

15. On 1st August Mr Freeland emailed the claimant confirming that he had been instructed to deal with the visa matter and that the background was that the company was looking to employ Rashid as an OCTG trader at rig tubulars, and “*you're looking for him to start in the next couple of weeks.*”

16. In relation to the Visa application the solicitor wrote to the company on 13 August 2024 to obtain more information in relation to the proposed employment (P62). He wrote: *Firstly on rashid's role is there any scope for him to be designated as a business development executive or something similar rather than a business development manager? The way the minimum salary thresholds work is that the worker must be paid more than £38,700 and more than the going rate which the Home Office assigns to each job role the going rate for business development managers is 52,500 and the going rate for a business development executive is 30,960 it would only be permissible to sponsor Rasheed on a salary of £40,000 if he was designated as a business development executive.*”

17. Mr Wadsworth responded on the 20 of August (p61): "*no problem with role being Business Development Executive and we will flesh out the job description and send back:*

    1- Rig Tubulars limited is a stand-alone company in the UK and the company only holds a UK office. Glen is based in Dubai and owns and runs rig tubulars FZCO but there is no corporate connection between the two.
    2- Work split between the registered office and employees working from home and there is obviously travel requirements as well, Rashid, would be mainly based in the registered office at least 75% of the time.
    3- Yes he would sit under Jo on the chart to follow.
    4- No plans for further workers. Rashid has a unique skill and knowledge we would like to use."

18. The sponsorship application was granted on or around 19 September 2024. The company was advised that the claimant's start date had to be within three months of the 1 October 2024.The claimant was given a company mail address to use.

19. On around 5 November 2024 Mr Freeland emailed the respondent company confirming that the claimant's skilled worker visa application had been submitted. He submitted a Fee Invoice. The respondent company confirmed that the invoice should be reissued to the claimant and this was done.

20. By November 2024 the claimant had still not commenced work in Aberdeen nor had other matters in relation to the proposed employment been agreed in particular there was no agreement in relation to his exact start date, remuneration, hours of work, holidays, notice periods, commission arrangements or duties. The claimant had received a company laptop and e-mail address as part of the ''onboarding'' process.

21. The claimant was aware that the respondents had given his salary as £40,000 per year in the sponsorship documentation. He had advised the respondent company that he did not want to be paid a base salary but wanted to be paid commission only. This matter was not ultimately agreed.

22. The claimant had arranged a flat rental in Aberdeen and used a salary of £40,000 in the application (p142-143). He had arrived in the UK in March to make arrangements to come over to the country with his family but returned to Dubai shortly thereafter.

23. The claimant was in correspondence with Stephen Muirhead who was in charge of the Business Development Department in March 2025. He used an

email address given to him by the respondent. On 18 March the claimant emailed him indicating that he was to travel to Dubai on the 19 of March. Mr Muirhead approved the travel cost.

24. By early July 2025 the claimant had still not started work in Aberdeen. Mr Geddie was losing patience with the claimant's failure to actually move to the UK and to agree the terms and conditions of his employment. He understood that the claimant was still in Dubai because of court proceedings he was involved in with his former employers.

25. Mr Geddie and the claimant were in contact through Text message (JBp158/159). The claimant said he would be joining the office on the 22 July. Mr Geddie texted the claimant that he had kept an office for him for over a year and he would have to review his future. The claimant said he would travel on the 21 July. Mr Geddie wrote: *'' This timing is getting out of control, my side of the deal has been done and we are on Month 7 and you're still not onboard… I need to review your future here and to do so I need a timeline for your court etc.''* The claimant agreed to travel to the UK on 22 July 2025.

26. By 9 September 2025 the claimant had still not arrived in Aberdeen and gone through the company induction process. He had not completed any papers in relation to that process nor been issued with a company contract with final agreed terms as would have been the usual process.

27. Mr Geddie was frustrated at the long delays. He messaged the claimant on the 9 September 2025 (SB 176):

> *''I have given plenty of time and done all my side of the deal. You have not managed to deliver anything, and I never hear from you with any opportunities.*
>
> *I don't see any emails going out, I just got a download of your sent emails and 9 over the last month. We need to take this to a close*''.

28. The claimant responded ''*as you wish*.'' Mr Geddie retorted: ''*not as I wish, I have not kept your side of the deal. I will get your laptop collected and I have taking on an office for the last year for you!*'' The claimant responded with a thumbs up emoji. Mr Geddie ended by messaging: ''*Unbelievable, this is what thank(s) you get.*''

29. On the same date Mr Geddie contacted Mr Freeland and advised him that the claimant had still not commenced working in Aberdeen. He stated he was disappointed with the effort that went into getting the claimant to the UK and suggested that this appeared to be his plan all along rather than working for the company.

30. The respondents contacted the Home Office and the sponsorship arrangements were terminated.

31. After the exchange the claimant had with Mr Geddie he emailed the company asking for his salary to be credited to his account.

32. Mr Geddie emailed Mr Freeland on the 9 September (p162): "*as discussed today will be the last day of employment for Rashid at Rig Tubulars. He hasn't officially started working for us as he used the time looking for a place to stay in Aberdeen. It's very disappointing with the effort which went into getting him over to the UK. I feel that this was his plan all along as things changed as soon as he's allowed access into the UK.*"

33. On 29 September the claimant emailed indicating that he'd been blocked from the company e-mail account and that the company laptop had been retrieved from him on the 10 September. Mr Wadsworth, after consulting Mr Geddie emailed the claimant on the 29 September (JBp164) indicating that access to the company e-mail had been removed and that his sponsorship had been ended on the 9 of September being his last day of work.

34. The claimant sought payment of salary and received an e-mail from Mr Geddie on the 29 September (JBp169): "A*pologies you are correct your employment ended on 9 of September due to your termination due to poor performance and you not carrying out any of the tasks required to fulfil your role with Rig Tubulars. This was addressed with you at the time and you agreed you had not carried out the work that was expected of you. You then agreed to return your laptop to Steven Muirhead which led me to believe you fully understood the situation.*"

Witnesses

35. I found the claimant to be genuinely aggrieved and upset at the situation he had found himself in. I found it difficult to reconcile his evidence with the contemporaneous correspondence. Even leaving aside the fact that employer/employee relationships are constituted differently in Dubai his evidence was not particularly credible. I also had some doubts as to his reliability in relation to his suggestion he was working for the respondent when the evidence suggested the person responsible for finance and payroll, Mr Wadsworth, was unaware of that. I also found it difficult to accept his explanations for not starting work in Aberdeen and the long delay between obtaining the Visa and matters finally coming to a head almost a year later. That said the Tribunal did not hear from Mr Geddie who was the main pillar

in any relationship the claimant had with the company and with whom whatever relationship they had or intended had been formed.

36. Mr Wadsworth was a patently professional and clear witness who I regarded as credible and reliable. I accepted his evidence that there were fundamental elements of any employment contract that he as Financial Director would have to have been made aware of before starting a new employee.

Submissions

37. Mr Ishaq was of the view that promises had been made to him and that he had become an employee of the company entitling him to a salary and expenses. He felt aggrieved that the arrangement he had come to with the respondent was being reneged upon. He had arranged to come to the UK with his family and rented a flat. He had an official Visa entitling him to work in the UK. If he had not been an employee why had the termination referred to him as an employee. He was upset at the allegation made by the Managing Director that he had strung along the company. He had a laptop and had been given permission to travel back to Dubai. He had an email address and had used this for the company. He also said that he had actually been carrying out work for the respondent by trying to source work during the 2024/2025 period. He believed he was an employee.

38. Ms Donald provided the Tribunal with oral submissions. She asked the Tribunal to prefer the evidence of Mr Wadsworth and the contemporaneous correspondence and documentation.

39. Ms Donald pointed to what she regarded as the claimant's lack of candour. I his ET1 he said he had started work as an employee in March 2024. The correspondence. However. showed an initial start date of 1 October 2024 (JBp108) and then 18 November (JBp140). This was all indicative of an arrangement that was never finalised.

40. Another matter which was canvassed was the claimant's assertion that it was only after he had asked for his salary that he had been dismissed and the relationship terminated. The correspondence showed that Mr Geddie's WhatsApp messages (when changes in time zones are factored in) came before any request for salary. This raises the obvious question that if the claimant was due salary from March why had he not asked to be paid. There was no agreement about expenses except what can be gleaned from the claimant's email that he would be responsible for expenses when they arose (JBp69)

41. It was clear from the documents that the proposed employment terms were never finally settled. He did not finish his 'onboarding' and no final agreement

had been reached over salary and various other standard terms such as holiday entitlement. It was clear that he had wanted a commission-based arrangement and was now using the figure of £40,000 which he was aware was an estimate used for the Visa application. The documents also show that he did not actually turn up for work in Aberdeen and despite suggestions he was working during this period he has not produced any evince that he was a full-time employee. The respondent concedes that he may have used their email and may have been periodically looking for business opportunities but this came to naught. The solicitor accepted that the email referring to his employment having terminated was poorly drafted but it was not sufficient to retrospectively create an employment relationship. The claimant had never agreed important aspects of his employment relationship and any claim arising from an alleged employment contract foundered on the fact that there was no mutuality of obligations created.

Discussion and Decision

42. The starting point is perhaps the Employment Rights Act 1996 which says this:

> "***230. Employees, workers etc.***
>
> ***(1) In this Act "employee" means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.***
>
> ***(2) In this Act "contract of employment" means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.***"

43. The statute although referring to a contract of employment does not define what that is. A contract of employment is founded in contract law.

44. The general starting point to identify an employee/employer relationship is found in the guidance contained in the case **Ready Mixed Concrete (South East) Ltd v Minister of Pensions and National Insurance** [1968] 2 QB 497 at 515C-D:

> "***A contract of service exists if these three conditions are fulfilled. (i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master. (ii) He agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master.***

(iii) The other provisions of the contract are consistent with its being a contract of service."

The passage identifies the need for the employee to be under an obligation to provide the services personally. That is also an express element of the statutory definition of worker contained in the Act. The personal-service test is the same, whether for the purposes of employment or worker status.

45. In the case **Ter-Berg v Malde** [2025] EAT 23 at [21] H.H.J Auesback said this:

"*21. The concept of mutuality, or an irreducible minimum, of obligation, is a usage which dates back at least to the speech of Stephenson LJ in Nethermere (St. Neots) Limited v Gardiner [1984] ICR 612, at 623C- F. As subsequent authorities have discussed, it may be used refer to the fact that (whether for employee or worker status) there must, at the relevant time, be a contract, in which both parties have undertaken legally binding obligations to the other, and/or to the fact that those obligations must be of a kind which fulfils the essential elements of a contract of that type. Such issues may arise, in particular, in cases where the nature of the relationship is that it involves intermittent discrete assignments, and where issues arise about the position (as to the existence and/or the content of a contract) both during and between assignments (see e.g. Stringfellow Restaurants Ltd v Quashie [2012] EWCA Civ 1735; [2013] IRLR 99 at [10] – [14]).*"

46. After referring to the earlier passage in **Ready Mixed Concrete** he continued: "*23. In Nethermere Stephenson LJ referred to what MacKenna J went on to say about (i) at 515DE, which I will cite a little more fully: "As to (i). There must be a wage or other remuneration. Otherwise there will be no consideration, and without consideration no contract of any kind. The servant must be obliged to provide his own work and skill..''.*

47. I do not accept that the claimant can rely on the figure of £40,000 mentioned in the Visa application. It is clear that no agreement was reached and that it was the claimant's wish that his remuneration should be on commission and presumably higher than this figure. In addition, other important elements are absent such as the number of hours per week or month that is to be worked and paid for which gives rise to mutuality of obligations on both parties.

48. There was clearly some sort of hoped for business relationship between Mr Geddie and the claimant which ultimately soured. I have no doubt that during this period the claimant might have carried out some assignments or tasks for Mr Geddie but that does not make him and employee. There were as I have noted some factors pointing to a desire on the part of the claimant and Mr Geddie to create an employer/employee relationship and indeed the

existing business relationship was described as an employment relationship by Mr Geddie when he purported to bring it to an end. His misunderstanding of the legal position cannot retrospectively create an employment contract which requires certain minimum elements to be agreed.

49. Neither in the correspondence not in the claimant's evidence is there an assertion that the vital element in the contract of remuneration (salary, wages or commission) had been agreed or any basis agreed to calculate sums to be paid. There is no indication if the work was to be full time (and how many hours that would be) or part time.

50. These elements are missing and while the claimant might feel that the situation is unfair to him he should have entered into a clearer arrangement covering these essential terms.

51. The claims based on employment contract are not well founded. The claimant on whom the burden of proof rests to establish an employment contract and enforceable terms or some other enforceable obligation has been unable to do so and accordingly the claims must be dismissed.

Date sent to Parties 28 October 2026