



# EMPLOYMENT TRIBUNALS

**Claimant:** Ms Elisha Harry

**Respondents:** 1) Teen Support Services Ltd  
2) Teenagers Support Services UK Ltd

**Heard at:** East London Hearing Centre (by CVP)

**On:** 14 September 2022

**Before:** Employment Judge Liz Ord

**Representation:**

Claimant: In person  
Respondent: Mr John Brotherton (non-practising solicitor)

**JUDGMENT** having been sent to the parties on 20 September 2022 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

## REASONS

**Issue**

1. The only issue is:
  - 1.1. Was the claimant an employee of Teen Support Services Ltd (1<sup>st</sup> respondent) or of Teenagers Support Services UK Ltd (2<sup>nd</sup> respondent) from September 2020 until her dismissal on 20 May 2020?

**Evidence**

2. The documents came to me in a haphazard manner and the bundle prepared by the respondents did not contain a number of important documents provided by the claimant. However, after some discussion with the parties and sorting of numerous duplicate documents sent to the tribunal at different times, I have based my decision on the evidence set out here.
3. A bundle of 75 pages, and an additional bundle of 20 pages, together with

a bundle index.

4. From the claimant I also had the following:
  - 4.1. a document entitled "P45 back bundle";
  - 4.2. e-mails dated 19 April 2022 and 7 September 2022 containing additional documents and information;
  - 4.3. 3 JPG files;
  - 4.4. an excel spread sheet entitled "Teen Support Services Ltd London Staffs Head Office, personnel file Audit Report";
  - 4.5. a 37 page document entitled "Teen Supported Services / 18 Dec 2019 JCU 16+ Transitional Home Monitoring Form";
  - 4.6. a "Variable Contract".
5. In addition there were witness statements on behalf of the claimant from Elisha Harry and Derek Dadoo, and on behalf of the respondents from Paul Grant and Terry Beckford.
6. I heard evidence on oath from Elisha Harry, Paul Grant and Terry Beckford.
7. I also had a skeleton argument from the respondent.

## Law

8. Section 230 of the Employment Rights Act 1996 states:
  - (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.
9. Section 83 of the **Equality Act 2010** states:
  - (1) This section applies for the purposes of this Part.
  - (2) "Employment" means-
    - a) employment under a contract of employment, a contract of apprenticeship or a contract personally to do work;
    - b) .....

## Findings of Fact

## **Background**

10. Terry Beckford was the director and main shareholder of two companies, incorporated in 2013, namely Teen Support Services Ltd (the 1<sup>st</sup> respondent) and Teenagers Support Service UK Ltd (the 2<sup>nd</sup> respondent). There were issues with the 2<sup>nd</sup> respondent company and liquidators were appointed on 3 March 2021, when winding up commenced. The 1<sup>st</sup> respondent is still an active company.
11. Both companies provided similar services for young people and there is a dispute over whether the claimant was employed by the 1<sup>st</sup> respondent or the 2<sup>nd</sup> respondent. The claimant says she was employed by the 1<sup>st</sup> respondent and issued these proceedings against it for automatic unfair dismissal for whistleblowing and race discrimination. The ACAS certificate records Teen Support Services Ltd (the 1<sup>st</sup> respondent) as being the prospective respondent.
12. The ET3 response says *“Miss Harry has never worked for Teen Support Services Ltd” “Please contact: J Willetts – Liquidator Re: Teenagers Support Service UK Ltd”*. It does not say the claimant was employed or worked for Teenagers Support Service UK Ltd.
13. However, Mr Beckford now says she was employed by Teenagers Support Service UK Ltd. He argues that, Teenagers Support Service UK Ltd is liquidated and is no more and, as the claimant was never employed by Teen Support Services Ltd, there is no jurisdiction for the tribunal to hear her claims.
14. The claimant previously worked for one or other of the companies in around 2015 to 2017 and then resigned. She was subsequently re-employed in 2019 until her dismissal in May 2020. It is her employment from 2019, which needs to be determined.
15. The paperwork is confusing with no consistent indication as to who actually employed her. Consequently, at a preliminary hearing for case management on 25 April 2022, EJ Elgot added Teenagers Support Service UK Ltd to the proceedings as 2<sup>nd</sup> respondent because it could be liable for all or part of any remedy awarded in this case (CMO paragraph 11).
16. EJ Elgot also records (CMO paragraph 12) that:

“The Claimant told me that she did work for the Second Respondent in 2015-16, but when she came back to work in the Respondent’s business in September 2019 she and 36 other staff were asked (on the insistence of the local authority with whom the Respondents are contracted) to sign a new contract with the First Respondent. There is no copy of the contract signed by the Claimant but she has a blank template dated 29 September 2019....”

## **Documents**

17. Some documents point towards employment with the 1<sup>st</sup> respondent and others to employment with the 2<sup>nd</sup> respondent. Mr Beckford said this was because he planned to merge the two companies early in 2020 and made

a decision to change the paperwork to Teen Support Services Ltd. The companies were in fact never merged. In any event this is no good reason for using documents from one entity when purportedly acting on behalf of the other. This at best is misleading and I do not accept the explanation.

*Teen Support Services Ltd (1<sup>st</sup> respondent)*

18. The claimant's offer of employment dated 6 September 2019 was sent from [office@teensupportservices.co.uk](mailto:office@teensupportservices.co.uk) and bears the Teen Support Services logo. It reads "...we are offering you support worker position here at Teen support services Ltd....."
19. The advert for the job also bore the Teen Support Service logo, office email address ([office@teensupportservices.co.uk](mailto:office@teensupportservices.co.uk)) and web site ([www.teensupportservices.co.uk](http://www.teensupportservices.co.uk)).
20. The claimant's work email address was [Elisha@teensupportservices.co.uk](mailto:Elisha@teensupportservices.co.uk). There are a series of work emails to and from this address, between the claimant and Terry Beckford at [tbeckford@teensupportservices.co.uk](mailto:tbeckford@teensupportservices.co.uk).
21. One of these emails from Mr Beckford to the claimant dated 26 March 2020, indicates that an administrator from the 1<sup>st</sup> respondent company, called Monica, was responsible for payroll.
22. Mr Beckford said they changed email addresses to Teen Support Services Ltd, because the previous management team of Teenagers Support Services UK Ltd had control of that company's emails. I find it implausible that the 1<sup>st</sup> respondent's email addresses were used as a means of communication for the 2<sup>nd</sup> respondent and I do not accept this evidence.
23. There is an email from the 1<sup>st</sup> respondent ([office@teensupportservices.co.uk](mailto:office@teensupportservices.co.uk)), which comes from Monica, attaching the claimant's electronic ID badge. The badge itself bears the 1<sup>st</sup> respondent's logo, 1<sup>st</sup> respondent's office email address, and the claimant's work email address ([Elisha@teensupportservices.co.uk](mailto:Elisha@teensupportservices.co.uk)).
24. There is a Memorandum from Terry Beckford dated 28 February 2020 at the 1<sup>st</sup> respondent company regarding a restructure and showing Elisha Harry as being Deputy Home Manager for the 1<sup>st</sup> respondent.
25. A work rota at Mandela House for the week ending 16 February 2020 bears the 1<sup>st</sup> respondent's logo, email address and website. It holds Elisha Harry out as being the Deputy Manager and sets out her working pattern for that week. There is also an email from the claimant dated 24 February 2020 to Derek Doodoo, an employee of the 1<sup>st</sup> respondent, regarding a rota, which bears the 1<sup>st</sup> respondent's logo, office email address and website, and was sent from the claimant's work email address.
26. On the 2 April 2020 and 5 May 2020, Terry Beckford and Paul Grant respectively sent the claimant invitations to attend disciplinary hearings, which were both written on the 1<sup>st</sup> respondent's letterheading and bore its logo.

27. The claimant raised a grievance on 3 April 2020 and sent it to Teen Support Services Ltd. The outcome of the grievance dated 19 May 2020 came from Paul Grant, director of Teen Support Services Ltd, on the 1<sup>st</sup> respondent's letterheading.
28. Mr Beckford said in evidence that Peninsula were engaged by Teen Support Services Ltd to investigate the grievance, but that this was only because Tanya Frank, who was the subject of the complaint, was employed by Teen Support Services Ltd. I do not accept this. All the evidence surrounding the grievance points to all parties working for the 1<sup>st</sup> respondent.
29. The claimant's dismissal letter dated 22 May 2022 comes from Paul Grant at Teen Support Services Ltd and reads "...it is my decision to action your dismissal from employment, with Teen Support Services..." Whilst Mr Grant said that it was a mistake to say she was dismissed from Teen Support Services, I can see no plausible reason for making such a mistake and I do not accept his evidence.

*Teenagers Support Service UK Ltd (2<sup>nd</sup> respondent)*

30. Some of the claimant's wage slips from 2019 and 2020 have been produced in evidence. They bear the name Teenagers Support Services UK Ltd in the heading.

*The contract*

31. There is no contract of employment for the claimant in evidence.
32. The claimant said she signed a contract of employment with the 1<sup>st</sup> respondent dated December 2019, which came from Tanya Frank and was in her personnel file, although the file was removed from the office without her consent.
33. Mr Beckford said there is no contract with the 1<sup>st</sup> respondent in existence. He admits that he removed the claimant's file in early 2020, but says there was no contract in it. When I asked him whether the contents of the file were in evidence today, he said no. He was advised they were irrelevant.
34. In the bundle there is part of an unsigned, undated Statement of Main Terms of Employment with Teenagers Support Service UK Ltd, which has the name "Elisha Harry" typed on it and records her employment start date as 29 September 2019. In cross-examination the claimant said it was accidentally given to her and she asked for one from Teen Support Services Ltd instead, which she got and signed.
35. The claimant says she managed other staff who worked for Teen Support Services Ltd. She was sent a blank contract with the 1<sup>st</sup> respondent's details and logo on it and she forwarded completed versions to all her staff, thereby recording their employment with Teen Support Services Ltd. There is such a blank contract in the bundle. She has also provided an email sent to her on 13 December 2019 from [Office@teensupportservices.co.uk](mailto:Office@teensupportservices.co.uk) saying that all staff who had not signed a contract of employment were required to do so, and it contains a list of those staff.

36. She has also provided a document, which she has called “variable contract” bearing the Teen Support Services Ltd logo and entitled Statement of Main Terms of Employment, which indicates it is the main terms of employment of Teen Support Services Ltd. The claimant says this is an example of the contracts that were sent out.
37. Near the bottom, next to “signature”, it shows the name Karen Bodkin, and is dated 13 January 2020. There is also an email dated 17 February 2020 from the claimant at her work email address to Karen Bodkin, attaching “variable contract” and asking her to sign, together with a reply of the same date sending it back saying “all signed”.
38. The claimant has provided a spread sheet entitled “Teen Support Services Ltd London Staff Head Office, personnel file Audit Report”, which lists the names of staff and indicates whether or not they have signed a contract of employment. Next to her own name it says “yes” for “signed contract of employment”.
39. The above is sufficient evidence to demonstrate that the staff the claimant managed signed contracts with the 1<sup>st</sup> respondent around the end of 2019/beginning of 2020.
40. The claimant has been consistent in her evidence and she came across as a credible witness. I prefer her evidence to that of Mr Beckford. I accept that she signed a contract of employment, and in my judgment it would be highly unlikely that it was with the 2<sup>nd</sup> respondent, when she was managing staff employed by the first respondent. Also, the 1<sup>st</sup> respondent’s Audit Report indicates she signed a contract with them.
41. For these reasons, I find that the claimant signed a contract with the 1<sup>st</sup> respondent. Consequently, there was a contract of employment in existence between the claimant and the 1<sup>st</sup> respondent.

*Other evidence*

42. There is a statement from Derek Dodoo saying that when he worked for Teen Support Services, Elisha Harry was his manager for Mandela house.
43. A statement from Paul Grant on behalf of the respondents says that incorrect headings were used on the paperwork and that was his fault. He said his understanding was that Ms Harry, like all London staff, was an employee of Teenagers Support Service Ltd up until its liquidation.

**Submissions**

44. The respondents’ skeleton argument states that Teenagers Support Services UK Ltd was the correct employer of the claimant and refers to the Statement of Terms and Conditions and the payslips in support. It also seeks to rely on a letter from the Department of Work and Pensions sent to payroll, but this is dated 2016 and is irrelevant.
45. The claimant in her statement refers to the documentary proof she has

submitted in support of her consistent claim that she was employed by Teen Support Services Ltd

**Conclusions**

46. The claimant has consistently maintained that she was employed by the 1<sup>st</sup> respondent and has never sought to bring proceedings against the 2<sup>nd</sup> respondent. She came across as a credible witness and I prefer her evidence to that of Mr Beckford and Mr Grant.
47. The job advert she responded to was from the 1<sup>st</sup> respondent, as was her offer of employment. Her grievance was investigated by the 1<sup>st</sup> respondent and it was the 1<sup>st</sup> respondent who dismissed her. There are numerous documents supporting her claim that she worked for the 1<sup>st</sup> respondent, as outlined above, whereas there is little evidence of her being employed by the 2<sup>nd</sup> respondent. Whilst her payslips had the 2<sup>nd</sup> respondent's name printed across them, this is not sufficient to demonstrate they were her employers. In fact, the member of staff who did the payroll, Monica, was employed by the 1<sup>st</sup> respondent. Furthermore, I have found that the claimant's contract was with the 1<sup>st</sup> respondent.
48. For the reasons given, in my judgment, the claimant was employed by the 1<sup>st</sup> respondent, Teen Support Services Ltd, and did not work for the 2<sup>nd</sup> respondent, Teenagers Support Service UK Ltd.

**Employment Judge Liz Ord**

**14 November 2022**