



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr A Walayat

**Respondent:** Uber Britannia Ltd

## JUDGMENT

The claim of breach of contract is struck out, as the Tribunal does not have jurisdiction to consider it.

## REASONS

1. Article 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 gives the Tribunal jurisdiction to hear claims of breach of contract brought by an employee upon termination of their employment. The Order (and Section 3 of the Employment Tribunals Act 1996) only give the Tribunal jurisdiction to consider such a claim where it is brought by an employee.
2. By a claim form presented on 12 October 2022, the Claimant made complaints of direct race discrimination and breach of contract.
3. I conducted a Preliminary Hearing on 23 February 2023. I directed the Respondent to write to the Claimant setting out its position regarding his employment status. I directed the Claimant then to write to the Tribunal confirming whether he claimed to be an employee or a worker of the Respondent (and explaining why). I indicated in my Case Management Order that if the Claimant was a worker, the Tribunal would not have jurisdiction to consider the complaint of breach of contract.
4. Both parties complied with those directions. In letter dated 2 March 2023, the Respondent maintained its position that the Claimant was a worker and set out its rationale for that position.
5. In a letter emailed to the Tribunal on 21 March 2023, the Claimant confirmed that he agreed with the Respondent that he was a worker. The Claimant then went on to make representations regarding why he felt his claim should be allowed to continue. In summary, his position was that:
  - a. He had entered into a contract with the Respondent;
  - b. The Respondent had (in his view) breached the terms of that contract;
  - c. He believed that the Employment Tribunal was the appropriate forum to

hear the claim for breach of contract (as he put it, for him to get justice).

6. The jurisdiction of the Employment Tribunal is set by legislation. I have carefully considered the Claimant's submissions. I understand his desire to have his complaints adjudicated in a single forum. But on his own case, he was a worker rather than employee. The Employment Tribunal does not have the jurisdiction to consider his complaint of breach of contract.
7. The Claimant has not, in my judgement, given an acceptable reason why his claim of breach of contract should not be struck out. I therefore strike out the claim of breach of contract. This does not affect the claim of race discrimination, which continues. The Case Management Orders I made at the Preliminary Hearing on 23 February 2023 remain in force.

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Employment Judge Leith

Date: 26 March 2023

JUDGMENT & REASONS SENT TO THE PARTIES ON

Date: 3 April 2023

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FOR THE TRIBUNAL OFFICE