



## EMPLOYMENT TRIBUNALS

**Claimant** Mr J Kilbride

**Represented by** Did not appear and was not represented

**Respondent** DAM Model Management

**Represented by** Mr H Reese

**Employment Judge** A Stewart (sitting alone)

**Held at:** London Central by CVP                      **on:** 1 November 2024

## JUDGEMENT

**The Claimant's claim for unpaid wages in the sum of £8,805.00 is not well-founded and fails.**

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**Employment Judge Stewart**

Date 1 November 2024

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Judgment sent to the parties on

6 November 2024

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FOR THE TRIBUNAL OFFICE

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| <b>Claimant</b>       | Mr J Kilbride                          |
| <b>Represented by</b> | Did not appear and was not represented |
| <b>Respondent</b>     | DAM Model Management                   |
| <b>Represented by</b> | Mr H Reese                             |

## **REASONS**

### **Conduct of the hearing**

1 Under **Rule 47 of Schedule 1 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013**, the Tribunal decided to proceed with the hearing today in the absence of the Claimant, having taken account of the following information available to it;

(i) The Claimant sent 2 emails (on 27 October 2024 and this morning 1 November 2024) saying that he did not need to attend in order for Judgment to be issued in his favour and that he should not be struck out; that his second email setting out certain provisions of the **Human Rights Act 1998 and Convention Rights** constituted his attendance at the hearing, and that he required Judgment to be granted in his favour for unpaid wages.

(ii) At 10am this morning the Claimant briefly attended at the CVP hearing, without camera or microphone enabled, and typed into the chat panel a message that that he was non-verbal and that this constituted his attendance at the hearing. He disappeared after a couple of minutes and did not reappear.

(iii) He has not requested a postponement of today's hearing and has not given a reason why he is not attending.

(iv) The Respondent did attend.

2 The Tribunal decided, in the circumstances, that it was in keeping with the overriding objective and the interests of justice to proceed to deal with the case in the absence of the Claimant.

3 The Tribunal heard oral evidence on oath from Mr Reece, the owner/director of the Respondent and had before it a bundle of documents, provided by the Respondent, relating to the Claimant's dealings with the Respondent, including a contract and email correspondence and invoice.

4 The Claimant has provided no documentary or other evidence, beyond his bare assertion in his ET1, showing his status as an employee or any entitlement to the sum of wages which he claims.

### **The Facts**

5 On the basis of all the evidence before it, the Tribunal found the following facts:

(i) On 1 April 2022, the Claimant signed a contract of 6 months duration as a model to be represented exclusively by the Respondent, which is a model agency. He obtained a few assignments, for example one for £200.00 for the client Lace, on 16 August 2022. The Respondent agency deducted 25% of the fee paid by the client and paid the Claimant the remaining 75% for the assignment which he had undertaken, as per the contract agreed.

(ii) The Claimant resigned from the agreement by email dated 16 October 2022, saying that he did not wish to extend the fixed 6 month contract. His emails use the following phrases: "I was a model with your agency" and "signed to your agency".

(iii) He asked the Respondent for a reference on 9 January 2023, which Mr Reese declined to provide on 14 January 2023.

6 There was no evidence whatever before the Tribunal that the Claimant had ever been employed by, or worked for, the Respondent in any capacity other than as a model which the Respondent, as an agency, represented for a six month period which ended in October 2022. Mr Reese absolutely denies that the Claimant was ever an employee or did any work internally for the Respondent, but was only ever a model on their agency books.

7 The Claimant presented his claim to the Tribunal on 18 March 2024, some 17 months after the end of his engagement with the Respondent, a time lapse which the Claimant himself acknowledges in his Claim Form.

### **Conclusion:**

8 The Claimant has failed to satisfy the Tribunal, on a balance of probabilities, that he was an employee/worker for the Respondent or has any entitlement to the unpaid wages which he claims.

9 On all the evidence before it, the Tribunal concluded that the Claimant was a model represented by the Respondent agency for a 6 month period during 2022.

10 Accordingly, the Claimant's claim for unpaid wages is not well-founded and must fail.

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**Employment Judge Stewart**

Date 1 November 2024

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Reasons sent to the parties on

6 November 2024

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FOR THE TRIBUNAL OFFICE

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