Ramifications of the UK Supreme Court judgement in Uber B V v. Aslam and Others

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*(*The views expressed in this Article are those of the Author and does not necessarily reflect the views of the International Labour Organisation)*

Background

Work arrangement practices across the world have been changing dramatically in the last two decades. The Digital Labour Platforms have opened new opportunities for jobs and services. Digital transformation is affecting how we work, socialize, and create economic value.[1] COVID 19 has enhanced the importance of digital platforms.

A 'Platform Worker' in general, refers to a worker working for an organization, which provides specific services using on line Platforms, directly to individuals and organisations.

Digital labour platforms are a distinctive part of the digital economy. They allow individuals or business clients to arrange a ride, order food or find a freelancer to develop a website or translate a document, among many other activities and assignments.

According to the ILO's latest World Employment and Social Outlook Report 2021, the number of online web-based and location based (taxi and delivery) platforms rose from 142 in 2010 to over 777 in 2020. The number of online web-based platforms tripled over this period, while the number of taxi and delivery platforms grew almost tenfold. A large proportion of these platforms are concentrated in just a few locations, including the United States of America (29 percent), India (8 per cent) and the United Kingdom of Great Britain and Northern Ireland (5 percent). [2]

Uber Technologies, Inc., commonly known as Uber, is an American technology company. It started as a simple idea: What if you could request a ride from your phone? But what began as just a thought quickly grew into a global brand focused on helping move you toward opportunity out in the world.[3]

The case of *Uber BV and Others v. Aslam and Others* in UK, has been the talking point of many discussions surrounding the question of the *status* of Uber drivers in

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1 Digital transformation in post COVID 19 World - ILO
2 ILO World Employment and Social Outlook 2021 – Role of digital platforms transforming the world of work
3 www.uber.com

the context of *employment benefits under the UK employment laws.* The case was taken up in Employment Tribunal (ET), Employment Appeal Tribunal (EAT), Court of Appeal and finally by the UK Supreme Court.

There is a school of thought that the judgment of the Supreme Court has expanded the principles of English Common law of Master and Servant. The judgement in this case has been subject to much discussion. It is important that we determine whether this judgement has affected the common law relating to employment relationship. If so, to what extent? If not, why? These issues are important as it could have ramifications in other jurisdictions (such as South Asia), which follow the principles of English Common Law in determining the existence of an employment relationship, other than in cases where the common law has been altered by statute.

In this paper, I wish to discuss the issues surrounding the following questions, and examine the implications of this judgement:

- What is the effect of this judgment on the status of 'own account workers' / Independent Contractors?
- What are the implications of the judgment on the common law employment relationship, which determines the existence of a Contract of service as opposed to a contract for services?
- What implications would this judgment have on Platform workers?

What is the effect of this judgment on the status of 'own account workers' / Independent Contractors?

It is clear that the judgment acknowledges that the Claimants (Uber Drivers) are own account workers.

The Claimants were current or former Uber drivers in London who, along with others, had brought various claims in the Employment Tribunal ("the ET"), which required them to be "workers" for the purposes of section 230(3) (b) *Employment Rights Act 1996* ("ERA"), regulation 36(1) *Working Time Regulations 1998* ("WTR") and section 54(3) *National Minimum Wage Act 1998* ("NMWA"). The ET concluded that any Uber driver who had the Uber app switched on, was within the territory in which they were authorised to work (here, London) and was able and willing to accept assignments was working for Uber London Ltd ("ULL") under a "worker" contract and was, further, then engaged on working time for the purposes of regulation 2(1) *WTR*. [4]

4 Ibid EAT Judgement

There is a clear distinction drawn in UK employment law between an "employee" who has a contract of service as opposed to a contract for services, and a "Worker", who is recognised employment benefits in terms of specific statutory provisions.

For example, Section 230 (3) of the UK Employment Rights Act of 1996 defines a 'Worker' as an 'individual who has entered into or works under (or where the employment has ceased worked under) –

(a) A contract of employment; or

(b) *Any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally and work or services for any other party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual.....*

The main aim of using this definition to qualify for the status as a 'worker' is to include within the scope of the protective legislation some independent contractors of the kind described above as *dependent contractors.*[5]

The type of Independent Contractors to be included as 'workers' should be self –employed individuals who for the most part only enter into contracts to work personally for a single employer, and whose degree of dependence or subordination is broadly similar to that of an employee.[6]

The judgment of the Court of Appeal in *Uber BV v. Aslam* [2018] EWCA Civ 2748; [2019] I.R.L.R. 257 is the latest attempt to clarify what exactly is meant by 'worker'. UK law now confers many labour rights on 'workers', including entitlements to the national minimum wage and limitations on working time. This statutory concept embraces employees at common law but extends to a wider category, usually referred to as 'limb (b) workers'.[7]

The Seven Bench Judgment of the UK Supreme Court, upheld the decision of the Court of Appeal and delivered its judgment on 19th February 2021.[8]

The Supreme Court clearly held that the UK Employment law distinguishes three types of people:

(i) Those under a Contract of Employment

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5 G Davidov, 'Who is a worker?'(2005) 34 Industrial Law Journal 57
6 Bryne Bros. (Formwork) Ltd v. Baird (2002) ICR 667 (EAT)
7 Between Statute and Contract: Who is a worker? Prof Alan Bogg and Prof Michael Ford QC University of Bristol
8 2021 UKSC 5

(ii) Those Self Employed who are in business on their own account

(iii) Self - employed but who provide services as part of a profession or business undertaking carried on by someone else.[9]

It was held[10] that some statutory rights such as unfair dismissal are confined to those under a contract of employment; but other rights including those claimed in the proceedings apply to 'workers' who fall within limb (i) and (iii).

The Crucial issue that had to be determined in the Uber case was whether for the purpose of the statutory definition claimants are to be regarded as working under contracts with Uber London, whereby they undertook to perform services to Uber London, or whether as Uber contends they are to be regarded as performing services, solely for and under contracts made with passengers through the *agency* of Uber London.[11] The Supreme Court observed that in the absence of any written agreement between the drivers and Uber, the nature of their relationship needs to be inferred from the parties conduct, considered in the relevant factual and legal context.[12] The Supreme Court held that the "only natural or legal person involved in the acceptance of the bookings and the provision of private hire vehicles booked through the Uber app which hold such a licence is Uber London. Uber London contracts as *Principal* with the passengers to carry out the booking.[13]

The Supreme Court held that Uber drivers fall under limb (b) of Section 230 (3) of Employment Rights Act of 1996. This however does not detract from the fact that they were Own Account Workers. What is important to recognise is that we have a new category of "*Dependant Contractors"* among the independent contractors, who are recognised as "workers", for limited employment benefits given under certain laws. These 'workers', are not 'employees' under the common law of Contract of employment.

It is interesting, that the concept of "*Dependant Contractors*" in UK Employment law was applied by the courts as far back as 1984. *O'Kelly v. Trusthouse Forte*[14]is a leading example of a Dependant Contractor, being Classified as an Independent Contractor, rather than an employee.

In order to provide some employment protection rights to *Dependant Contractors* and others whose personal work contracts are closely akin to contracts of em-

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9 Cited Baroness Hale of Richmond in Bates Van Winklehof v. Clyde & Co.LLP (2014) 1 WLR 2047
10 ibid
11 Para 42 – 2021 UKSC 5
12 Ibid – para 45
13 Ibid – para 56
14 (1984) QB 90 (CA)

ployment, many statutory employment rights were granted by statute, to the statutory employment status of a 'Worker'.[15] Limb (b) of Section 230 (3) of Employment Rights Act of 1996 is the first of such examples.

The Supreme Court of UK in the Uber case confirmed that the Uber drivers were Own Account Workers. The judgment proceeds on the basis that they were entitled to the benefits, which they claimed, as they were "*Dependant Contractors"* within the larger category of Independent Contractors. It is however noteworthy that the judgement did not explicitly refer to them as workers', thus opening the gateway to the benefits they claimed.

What are the implications of the Judgement on the Common law employment relationship?

The common law of employment in UK has traditionally drawn a distinction between employees and independent Contractors, or between contracts of service and contract for services. [16]

The common law of master – servant relationship is still very much entrenched in the UK employment law. The control test, integration test, and the economic reality test are used by courts, in determining the existence of a contract of service as opposed to a contract for services. Many jurisdictions influenced by English common law adopt this approach to ascertain the existence of an employment relationship.

"*While no single test should be determinative, the absence of one or two of these factors is often sufficient for a legal conclusion that the contract is not a contract of employment."*[17]

- Indicative factors favouring the finding of a contract of employment were[18]
- The Employer's control over the content of the work and the manner in which it is done;
- The Employer agreeing to pay wages and accepting the business risk of profit and loss;
- The worker being integrated into the organization;
- The Employer supplying capital, raw materials, tools and equipment;
- The worker usually being required to perform the work personally rather than using substitutes;

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15 Labour Law: (2nd edition) Hugh Collins K D Ewing Aileen McColgan page 216
16 Labour Law: (2nd edition) Hugh Collins K D Ewing Aileen McColgan page 205
17 Ibid page 207
18 Ibid – multi factor approach

- The business accepting the allocation of other risks such as sickness and health and safety responsibility;

It is noteworthy that the Courts in *Uber BV* did not address the question as to whether the Uber Drivers were "Employees" in the context of having a contract of service as opposed to a contract for services.

Instead, the Supreme Court pointed out that the rights claimed by the Claimants in the case, were directly in relation to *"rights under the National Minimum Wage Act 1998 and associated regulations to be paid at least the national minimum wage for work done; rights under the Working Time Regulations 1998."*[19]

All these rights were conferred by law on "Workers". Therefore, the fundamental question that the court addressed was whether the claimants fell within the definition of 'Worker' under limb (b) of the Section 230 (3) of the UK Employment Rights Act of 1996. This section envisages a worker when "*an individual who has entered into or works under (or, where the employment has ceased, worked under) - any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual;*

The judgement did not proceed to ascertain as to whether the Uber drivers were "employees" having a contract of service as opposed to a contract for services. The obvious reason for not doing so is *that it was never contended on behalf of the Claimants, that they were "employees" with a contract of employment*. Interestingly, this means that there was a clear acceptance by the claimants themselves that they were not "employees" within the meaning of the common law.

On the other hand, it is significant to note that the Supreme Court clearly refers to the Common law tests that generally determine the existence of a contract of service as opposed to a contract for services, in holding that the Uber Drivers are in fact limb (b) workers under Section 230 (3) of the Employment rights Act. Some extracts of the judgement clearly point to the following:

While not necessarily connoting subordination, integration into the business of the person to whom personal services are provided and the inability to market those services to anyone else give rise to dependency on a particular relationship which may also render an individual vulnerable to exploitation;[20]

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19 ibid
25 Para 74

In addition, the Employment Appeal Tribunal[21] held:

"*Under a contract with UBV, a driver's access to the app is stated to be personal: the right of use is non-transferable and drivers are not permitted to share accounts or their driver IDs (used to log on to the app).*

As the ET observed:

"39. ... There is no question of any driver being replaced by a substitute."

In the light of the above, it is noted how the Courts have made use of all three common law tests (that are usually adopted to test the existence of an employment relationship) to conclude that the Uber drivers were "Workers" under limb (b) of Section 230 (3) of the Employment Rights Act of 1996. Each of the above extracts of the judgements refer to the control, integration and /or the economic reality tests. However, the tests are adopted only to the extent of determining the 'worker' status under limb (b) of section 230 (3) of Employment Rights Act of 1996.

Against this backdrop, it is interesting to move back in time to some of the definitions and judgements on issues relating to the *existence of an employment relationship*.

J W Salmond[22] who gave a Classic definition of a "Servant" from a common law point states:

"A Servant may be defined as any person employed by another to do work for him on terms that he, the servant, is to be subject to the control and directions of his employer in respect of the manner in which the work is to be done."

In the case of *Mersey Dock and Harbour Board v. Coggins*[23] Lord Porter held: "the ultimate question is not what specific order, or whether any specific orders were given, but who is entitled to give the orders as to how the work is to be done."

One feature which seems to runs through the instances is that under a contract of service, a person is employed as part of the business, and his work is done as an integral part of the business; whereas under a contract for services, his work, although done for the business, is not integrated into it but is only accessory to it.[24]

- It can be seen that the transportation service performed by drivers and offered

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26 Para 11 of (2017) WLR (D) 809
27 Law of Torts (Sweet and Maxwell) London 13th Ed. At pg 112
28 (1947) A.C.1 at 17 (HL)
29 S R de Silva – The Contract of Employment – Monograph No 4 (Revised edition 2012) page 33

to passengers through the Uber app is very tightly defined and controlled by Uber;[25]

- The use of the rating system whereby the passengers are asked to rate the driver after each trip and the failure of the driver to maintain a specified average rating will result in warnings and ultimately in termination of the Driver's relationship with Uber;[26]
- They have little or no ability to improve their economic position through professional or entrepreneurial skill. In practice the only way in which they can increase their earnings is by working longer hours while constantly meeting Uber's measures of performance;[27]
- By logging onto the Uber app in London, a claimant driver came within the definition of a "worker" by entering into a contract with Uber London whereby he undertook to perform driving services for Uber London;[28]
- In the case of *Uber BV and others v. Aslam and Others*[29] following conclusions were drawn by the Supreme Court:
- Uber London contracts as *Principal* with the passenger to carry out the booking
- Remuneration is fixed by Uber and drivers have no say in it.
- Uber dictates contractual terms on which the drivers perform services.
- Uber exercises significant control over the way in which the driver delivers services.

The above conclusions by the Supreme Court, fit well within the space provided in the dicta and definitions mentioned above, which support the existence of a contract of service as opposed to a contract for service. Notwithstanding this the Supreme court in Uber case held that the Uber drivers were '*self – employed, but provided services as part of a profession or business undertaking carried on by someone else.*[30]

It is well noted that the courts have carved out space to grant benefits through the statute to "own account workers" without acknowledging that they are "employees". It has done so by making use of the concept of "Dependant Contractors" which

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21 Para 101
22 Paras 13 and 18
23 ibid
24 Para 130
30 (2021) UKSC 5
31 Cited Baroness Hale of Richmond in Bates Van Winklehof v. Clyde & Co.LLP (2014) 1 WLR 2047

has been a development in UK employment law[31], which received statutory recognition by the enactment of the Employment Rights Act of 1996 and other similar legislation.[32]

This judgment is a reflection of the willingness of the Court to take account of developments relative to new ways of doing business, instead of being restricted by concepts, which were developed at a time when ways of doing business were simpler and limited. Technology and other factors such as increased emphasis on entrepreneurial innovation have led to more complex and new ways of doing business. The law needs to keep pace with social and other developments to be relevant, socially and otherwise, and this objective can be achieved through legislation or judicial means, or by a combination of both. This case illustrates the combination of both legislative and judicial intervention to bring the law more abreast of social and business realities. The Supreme Court has, in this case, played a significant and positive role in this regard. Instead of relying only on the pre-existing concept of the 'employer-employee' relationship, the Supreme Court has recognized a new way in which business is conducted and the need therefore to provide a measure of protection to those who are dependent on others for their livelihood, and also extended certain protections to a particular category, but did so without undermining the defining characteristics of what constitutes an employer-employee relationship.

The rationale and justification for this new development is clear. It is a positive acknowledgement of the changes that are taking place in work arrangement practices in the new world of work.

Is it also what the young generation of platform workers are seeking?

What implications would this judgment have on Platform Workers?

Digital labour platforms can be classified into two broad categories: online web-based and location-based platforms. On online web based platforms, tasks or work assignments are performed online or remotely by workers.[33]

The tasks on location-based platforms are carried out in person in specified physical locations by workers, and include taxi, delivery and home services (such as a plumber or electrician), domestic work and care provision.[34]

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32 O'Kelly v. Trusthouse Forte (1984) QB 90 (CA)
33 National Minimum Wage Act 1998 and Working Time Regulations 1998
34 ILO World Employment and Social Outlook 2021
35 ibid

Digital labour platforms offer two types of work relationship: workers are either directly hired by a platform or their work is mediated through a platform.[35] In the first case, they are categorized as employees with an employment relationship to their employer, while in the second case they are categorized as self-employed or independent contractors by the platforms.[36] Those working under an employment relationship tend to be responsible for the functioning of the platform and comprise a relatively small fraction of the platform workforce. For instance, the freelance platform People Per Hour has about 50 employees, while it mediates work for 2.4 million skilled workers.[37]

It is evident that the majority of Platform workers are regarded as 'self – employed' or Independent Contractors. These are workers whose work is mediated through a Platform. The Uber Drivers fall into this category. However, employment status of these workers have gained importance and prominence in recent years especially in the context of affording them labour and social protection. The Supreme Court in Uber whilst confirming the position that Uber Drivers were self - employed proceeded to hold them entitled to certain benefits granted by law on the basis that they were 'workers' under limb (b) of Section 230 (3) of the UK Employment Rights Act of 1996.

There have been developments in many countries with regard to coverage of Platform Workers with labour protection laws.[38]

Laws in Australia and New Zealand have adopted broader statutory language and extended occupational safety and health coverage to all workers. In Brazil, a judicial decision has extended existing safety and health legal standards to platform workers. [39]Several countries have introduced innovations to extend social security to platform workers. These include requiring that platforms cover the accident insurance costs of self-employed workers (France); extending social security for self-employed workers (many Latin American countries); and providing work injury and death benefits to workers on particular platforms (Indonesia and Malaysia). In response to the COVID-19 pandemic, some countries have extended sickness benefits to all workers (Ireland) and unemployment benefits to uninsured self-employed workers (Finland and the United States).[40]

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36 ibid
37 ibid
38 ibid
39 ILO WESO Report 2021
40 ibid
41 ibid

In India, the government introduced the new Code on Social Security in 2020. The Code envisages wider coverage of workers which includes 'gig workers' and 'Platform Workers'. This is a 'water shed' in progressive labour reforms in South Asia. The Code[41] defines Platform Work as "a work arrangement outside of a traditional employer employee relationship in which organisations or individuals use an online platform to access other organisations or individuals to solve specific problems or to provide specific Services or any such other activities which may be notified by the Central Government, in exchange for payment.[42]

A "Platform worker" is defined as a person engaged in or undertaking platform work.[43] An "Aggregator" is defined as "a digital intermediary or a market place for a buyer or user of a service to connect with the seller or the service provider." There is no reference to an "employer". It is significant how social security benefits have been granted without changing the status of the worker to that of an "employee" having an employment relationship. This definition of Platform work in the law puts the question of status beyond doubt and leaves no room for any dispute on it. Once a Platform Worker is registered under the Code for Social Security, it is assumed that he /she is not a person having an employment relationship.

There is a clear development of both judicial and legislative activism towards recognising Self – employed workers as those who may require some social protection benefits in keeping with their self - employed status. However, the Uber case has also clearly affirmed that even though the Uber drivers were under the instructions of Uber as regards their conduct and performance [44] and could even be issued letters of warning[45] they were NOT "employees" who had a contract of service with Uber BV. These are positive developments in the right direction with clear acknowledgement of the realities of the changing world of work.

Key developments

Firstly, the implications of the judgment on South Asian Countries are positive. South Asian Countries[46], have been heavily influenced by the English Common law principles. It has been so in the case of determining an employment relationship as well. The labour laws of these countries envisage a contract of service as opposed to a contract for services to determine the existence of an employment relationship. The Supreme Court judgement is an example to these Countries to acknowledge

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42 Code on Social Security No: 36 of 2020.
43 ibid Section 2 (60)
44 Ibid Section 2 (61)
45 As set out in the 'welcome packet'
46 If acceptance rate fell below 80%
47 Bangladesh, India, Nepal, Pakistan and Sri Lanka

and accept the concept of "dependant contractor" which envisages a contractor that may be somewhat dependant as in the case of the Uber drivers but yet self – employed in status.

The World of Work has changed and keeps on changing at a pace, we cannot comprehend. Since March 2020, the COVID-19 pandemic has led to an increase in remote-working arrangements, further reinforcing the growth and impact of the digital economy.[47]

Secondly, the development that we have discussed above is bringing out a new dimension to the traditional way of thinking in relation to work and social protection connected with it. The message is loud and clear – *employment / Social Protection should no longer be limited to the confines of an employment relationship.* In other words, it should no longer be the sole responsibility of the employer. The development in India through the Social Security Code of 2020 is the best example.

Governments are challenged with the 'blurring' that is taking place between formal employment and unfamiliar forms of work arrangement practices, which have been created by these technological developments. Changes in the nature of work caused by technology shift the pattern of demanding workers benefits from the state.

In fact, a careful look at some of the ILO Conventions and Recommendations reveal that the *governments* are primarily responsible for certain basic social guarantees, *irrespective of the nature of the work arrangement*. The ILO Social Security (Minimum Standards) Convention[48] of 1952 set out standards, which governments, have passed on to the "employer" through legislation. This is the case in some South-Asian countries especially in relation to benefits such as maternity leave, old age pension / superannuation in respect of private sector employees[49].

The subsequent ILO Recommendation[50] of 2012 on social protection floors introduced a new dimension to the concept of social security. It stipulated that[51] "National social protection floors should be financed by *national resources*. Members whose economic and fiscal capacities are insufficient to implement the guarantees may seek international cooperation and support that complement their own efforts".

Consequently, *Governments* need to acknowledge:

(1) The Social protection floor envisaged under ILO Recommendation 202

48 ILO WESO Report 2021
49 No: 102
50 Sri Lanka is an example
51 No:202
52 Article 12 of the Recommendation

delinks entitlement to social security from formal employment and envisages universal coverage in line with each country's economic development.

(2) It has the mandate to seek international support if their economic and fiscal capacities are inadequate to guarantee the benefits.

There is growing acceptance that social protection must be regarded in a holistic manner and the governments need to take the lead on it.

Finally, is there a thirst for self - employment among youth? The choices that millennials and Generation Z make are disrupting both society and business. Thanks to such choices, the gig economy—in which people have flexible or contract work with one or more firms—is becoming a growing market.[52]

According to the *Deloitte Global Millennial Survey 2019*, both these cohorts admit that freelance work appeals to them more than full-time jobs. Eighty-four per cent of millennials and 81% of Gen Z'ers surveyed said they would consider joining the gig economy. However, for India, this figure is higher as 94% millennials and Gen Z say they would consider joining the gig economy. [53]

A growing number of Americans, especially Millennials, say they intend to become their own boss with the goal of flexible hours to make sure they don't miss their kids' ball games and ballet performances.[54]

They want to take charge of their work schedules and are willing to go solo to make it happen, according to a new study.

When it comes to taking on a freelance role, 57% of workers say they're interested, up from 51% in 2017, according to the latest annual report on employee benefits trends from financial services giant MetLife.

Millennials were the most interested in contractual rather than full-time work, with 74% of those in that age group saying they were curious about freelancing, as compared to 57% of those who comprise Generation X and 43% of older Baby Boomers.[55]

Clearly, there is good justification for the positive and proactive approach of the Supreme Court in Uber Case, and some countries gradually granting social protec-

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53 https://www.livemint.com/news/india/four-in-five-millennials-gen-z-ers-prefer-gig-work-to-9-5-jobs-report-1561572851202.html

54 ibid

55 https://www.livemint.com/news/india/four-in-five-millennials-gen-z-ers-prefer-gig-work-to-9-5-jobs-report-1561572851202.html

56 https://www.usatoday.com/story/money/2018/04/15/millennials-more-interested-freelance-careers/512851002/

tion to Platform Workers without affecting their 'free - lance' status. The Uber Case also signifies that Uber Drivers themselves were happy to be regarded as Self – Employed workers as their 'Self – employed' Status was never in contention in the proceedings of the case.

CONCLUSION

It is somewhat encouraging to note that there is a growing acceptance that WORK can be performed outside an employment relationship. Technology and digital platforms have helped in revealing this reality.

There is much to be done to ensure that digital labour platforms are best positioned to provide decent work opportunities, foster the growth of sustainable enterprises and contribute towards achievement of the Sustainable Development Goals.[56]

At the same time we cannot forget that we also need to support the growing interest for self - employment and own account work. It is evident that the aspirations of the younger generation are moving towards a new Social Compact with more flexibility and opportunities for self - development. The 4th Industrial revolution has created an "Entrepreneurial" thirst that needs to be acknowledged and nurtured.

The key challenge in cultivating an entrepreneurial culture globally, is figuring out the best ways to unleash the potential of all people to innovate, create, catalyse, be resourceful, solve problems and take advantage of opportunities while being ethical.[57]

As Steve Jobs[58] said: "Your time is limited, so don't waste it living someone else's life. Do not be trapped by dogma – which is living with the results of other people's thinking. Do not let the noise of other's opinion drown out your own inner voice. In addition, most important, have the courage to follow your heart and intuition. They somehow already know what you truly want to become. Everything else is secondary."

It is encouraging to note that in some jurisdictions both the legislature and the Judiciary have acknowledged this reality and have been supportive in creating the environment to make it happen.

Will it be a matter of time for others to follow?

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57 ILO WESO report 2021

58 Davis, Susan M., Social Entrepreneurship: Towards an Entrepreneurial Culture for Social and Economic Development (July 31, 2002). Available at SSRN: https://ssrn.com/abstract=978868 or http://dx.doi.org/10.2139/ssrn.978868

59 Co – Founder CEO, Chairman Apple INC