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EMPLOYMENT TRIBUNALS

Claimant

Mr D Kerney

Respondents

AND

On The Corner Films Ltd
c/o Malkit Badesha

OPEN PRELIMINARY HEARING

Heard at: London Central

On: 3 March 2020

Before: Employment Judge Russell (Sitting Alone)

Representation

For the Claimant: In person

For the Respondent: Mrs M Badesha, HR Accountant

JUDGMENT

1. The correct Respondent was and is Box to Box Films Ltd.
2. Although the Claimant may have initially been the preferred candidate for the job of Production Accountant he was not actually offered the job by either the Respondent or their recruitment agency Platinum Resources Ltd. Either in writing or verbally.
3. Whilst it is understandable that the Claimant may have thought otherwise, given the interview process, the encouragement of the recruitment agency (who wanted one of their candidates to get the job so they got the commission) and the taking up of what were later accepted as favourable references, there was no offer and acceptance leading to a binding contract between the Claimant and the Respondent.
4. There was no formal offer for the Respondent to actually withdraw and so no notice of termination (whatever that period may be determined to be) to be given. This claim can be distinguished from the case of McCann v Snozone (2016), where an Employment Tribunal awarded a Claimant damages for breach of contract where he verbally accepted a job offer made by a recruitment agency acting for the employer and the employer subsequently withdrew the offer. In

that case the Tribunal found that the Claimant was offered and accepted a position within the Respondent even if the terms were uncertain including salary, start date and notice. Mr Kerney may have believed he had been offered the job but the finding of the Tribunal is that no written or verbal offer (whether subject to references or otherwise) was made to him. At the time he believed the job offer was made to him the Respondent was still completing its internal processes and the job the Claimant applied for was then offered to a preferred candidate.

5. As a result of the Claimant's claim for breach of contract fails.

Employment Judge Russell

Dated: 04.03.2020

Sent to the parties on:

05/03/20

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For the Tribunal Office