



# EMPLOYMENT TRIBUNALS

**Claimant:** Ms E Dolan

**Respondent:** Q Retail Stores Limited

**Heard at Leeds by CVP**

**ON: 12 August 2025**

**BEFORE:** Employment Judge Shulman

**REPRESENTATION:**

**Claimant:** In person

**Respondent:** Mr I Hulks, Litigation Consultant

## JUDGMENT

1. The proper title of the respondent is Q Retail Stores Limited.
2. The respondent is in breach of contract, the claimant is entitled to reasonable notice in the sum of £4,583.33 gross and the respondent shall pay that sum to the claimant.

## REASONS

1. **Claim**

- 1.1. Breach of contract.

2. **Issue**

When the respondent withdrew the offer of employment which had been made to the claimant, the withdrawal taking place on 22 November 2024, did the respondent act in breach of contract?

3. **The Law**

The Tribunal has to have regard to the following provisions of the law:

- 3.1. Article 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994.

- 3.2. Anderson v Indigo Accounting (UK) Limited ET/1804198/2022 paragraph 8 (Anderson).
- 3.3. McCann v Snowzone Limited ET/3402068/2015 (McCann) in which the Tribunal found that a claimant who was the subject of a breach of contract was entitled to reasonable notice.
- 3.4. Eastgate Storage Internet Services Limited v Toon UK EAT/0087/08. This was referred to me by Mr Hulks but I was unable to find it in the time available, having not been supplied with a copy, but I understand that the case was significant where there was a probationary period.

**4. Facts**

**The Tribunal having carefully reviewed the evidence (both oral and documentary) before it finds the following facts (proved on the balance of probabilities):**

- 4.1. On 6 November 2024 the claimant was appointed e-commerce manager by the respondent. The claimant was offered a salary of £55,000 to start on 10 February 2025. The claimant's hours and pay date were specified at the time and she was given a three month probation period.
- 4.2. On 7 November 2024 the claimant asked for more details relating to her employment appertaining to length of holidays, pension and bonus. As a result of that on the same day having been supplied with that information the claimant accepted the offer of a job unconditionally.
- 4.3. Correspondence continued between the parties until 22 November 2024 when the respondent effectively withdrew the offer it had made to the claimant for a job offer which was made on 6 November 2024.
- 4.4. The claimant was never issued with a formal contract of employment and certainly not before either the 7 November or 22 November 2024.
- 4.5. The respondent produced to the Tribunal a blank statement of particulars of employment which had in it notice provisions, including a term that in the first four weeks of employment termination would be without notice.
- 4.6. The respondent also relied on the reason for withdrawal namely because of a restructuring.

**5. Determination of the Issues**

**(After listening to the factual and legal submissions made by and on behalf of the respected parties):**

- 5.1. The most important period in this case is that between 6 November 2024 and 7 November 2024, the latter date being acceptance of the offer by the claimant and accordingly the Tribunal finds that the acceptance by the claimant of the offer of a job on 7 November 2024 constituted a binding contract.
- 5.2. Accordingly when the respondent attempted to withdraw from the contract on 22 November 2024 that was in breach of contract and having regard to Anderson and McCann the claimant was entitled to reasonable notice.
- 5.3. In considering the claimant's entitlement to reasonable notice I take into account the claimant's salary of £55,000 and the fact that the claimant was on a three month probationary period.

- 5.4. I do not take into account the terms of the blank contract or its period of notice. The contract simply did not exist at the time of the breach. I further do not take into account any matters which occurred post 22 November 2024.
- 5.5. Neither do I take into account the claimant's claim for compensation which is upwards of £20,000. I know that the claimant was and probably remains very upset, but we are dealing with the matter of contract and we are bound by the legal principles. I did explain to the claimant at the outset what compensation might be available, namely reasonable notice, and I also explained to her again when she addressed me in closing.
- 5.6. Having considered what should be the level of notice and in particular having regard to the seniority of the job and the length of the probationary period I award one month's notice to the claimant in the sum of £4,583.33 gross to be paid to her by Q Retail Stores Limited.

J Shulman

**Approved by Employment Judge Shulman**

Date: 25 August 2025

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Sent to the parties on:

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For the Tribunal:

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