



EMPLOYMENT TRIBUNALS

BETWEEN

**Claimant
MR Z BENDALL**

AND

**Respondent
GREGORY DISTRIBUTION LTD**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD AT: BRISTOL ON: 6TH FEBRUARY 2026

**EMPLOYMENT JUDGE MR P CADNEY
(SITTING ALONE)**

MEMBERS:

APPEARANCES:-

FOR THE CLAIMANT:- IN PERSON

FOR THE RESPONDENT:- MS H ABAS (COUNSEL)

JUDGMENT

The judgment of the tribunal is that:-

- i) The claimant's claim for breach of contract is not well founded and is dismissed.

Reasons

Claims

1. By this claim the claimant brings a claim of breach of contract. He contends that he was employed as a Transport Operator, but that unbeknownst to him prior to commencing employment that job had been given to someone else; and in reality the respondent had in fact engaged him as a Customer Service Assistant. The respondent disputes that, contending that he was engaged was and employed as a Transport Operator at all times.

2. I have heard evidence from the claimant himself; and for the respondent for Ms Emma Knight (Customer Services Supervisor) . There is in reality little dispute of fact, but very considerable disputes of interpretation, and as to the conclusions each side invites the tribunal to draw from the underlying facts.
3. There is no dispute that on 27th August 2024 the claimant was interviewed for, and offered and accepted a job as a Transport Operator by the previous Depot Manager, Mr Feather. He attended a meeting on 9th September at which it was explained that his induction/training would be split between the Traffic Desk and the Customer Service team, and that Ms Knight would be his supervisor. The respondent therefore contends that the claimant knew before he was formally offered the role how the training would be carried out. Part of the reason for this is that the respondent's software systems are common to both roles, and the training was deliverable in either team, at least initially. Ms Knight's evidence is that this is entirely standard and that she has previously trained Transport Operators. Indeed the claimant himself accepts understanding that he would be "floating" between Departments during his training. In any event the two teams share the same office and are cross-functional and share responsibilities. Members of either team are expected when necessary to assist the other, and it is necessary to be trained in both.
4. On 2nd October 2024 the claimant was provided with his Offer Letter which is his contract for a Transport Operator role which he signed on 9th October 2024. He started on 7th October, and was employed by the respondent for fourteen days to 21st October 2024 when he was dismissed for his unsatisfactory performance and conduct during his probationary period.
5. The claimant's claim is based on the proposition that he was engaged as a Transport Operator; but that on taking up his role he was placed in the Customer Services Department, with his line manager being Emily Knight. This was not, as the respondent contends, because the training was being provided in the Customer Service Team, but because he had in fact been appointed to a role in that team and not as a Transport Operator. He contends, as set out below, that the respondent had accepted that the job to which he had been appointed of Transport Operator working in the Transport Department had been given to someone else; and that it followed automatically that the respondent is in breach of contract in giving the role to which he had been appointed to someone else, and not honouring the terms of his contract.
6. The respondent submits that this is not correct. The claimant was always employed as a Transport Operator, but that as was explained to him at the interview with the Depot Manager on 9th September 2024, he would be placed within the Customer Service Team as part of his induction. It submits that the two roles Transport Operator and Customer Service Administrator are very similar, require a similar skillset and use of the same software. Receiving training / induction within the Customer Service Department was both entirely appropriate and consistent with his role; and necessarily not a breach of contract. It accepts that two Transport Operators were hired, one of whom was trained in the Transport Department, but

denies that this was the job that had been offered to the claimant, or limited the claimant's capacity to move into the Transport Department at the conclusion of his training. It's evidence is that it was not practical to simultaneously facilitate training of two new starters at the Traffic Desk, which is why he claimant was being trained in the Customer Services Department. In any event he did receive some training in the Traffic Desk and from the supervisor Ms Desirree Hanssen. The respondent points out that part of the claimant's dissatisfaction is precisely because it had, as had been agreed on 9th September 2024, provided training in both departments and, that he clearly preferred working in the Traffic team, and the approach of Ms Hanssen.

7. The respondent contends that his attitude / performance was unacceptable. He was late on his first day; was not engaged, using his mobile phone when it was not appropriate; took excessive smoking breaks and did not take notes. During the fourteen days he was employed he had three 1-2-1 meetings with Ms Knight about his performance, after the last of which on 15th October 2024 she sought guidance about the claimants performance. As a result he was not asked to work on 17th/18th October and was dismissed in the meeting on 21st October. It is not in dispute that the meeting with the new Depot Manager Mr Philips included the following exchange:

And 3rd where you told Emily you were not cut out for the job and it was "frying your brain". You then came back up where Emily spoke to me about this and we had to decide where we go from there.

We then gave you the opportunity to move over to Transport from 4pm which you went across and was given some light paperwork.

Zak – I feel I would be better suited on Desiree's team.

Paul – There wasn't a role on that department available.

Zak – Why was it advertised then?

Paul – It had been offered to someone else before you were offered the job. However, it is the same software and the same principal as customer service.

Zak – I completely disagree, I feel I was completely neglected with the training.

Paul – You do not have the fundamental skills to do the job.

Zak – I gave up a 5-year job, for new experiences.

Paul – I believe you are an argumentative person, who will disrupt the harmony in the office

8. The claimant's dismissal because he had failed his probation was confirmed by a letter dated 22nd October 2024. The following day the respondent placed an advertisement for a Customer Services Assistant.

Conclusions

9. The claimant invites me to conclude that he is correct that in reality he was engaged in a different role to that which had been offered and which he was contractually entitled to undertake. He relies fundamentally on the following points:
- i) To be trained in Customer Services is in fact inconsistent with being employed as a Transport Operator;
 - ii) He was dismissed after only two weeks and was never given any realistic opportunity to improve which is very improbable if they had any intention of continuing to employ him, and was in fact a means of engineering him out of the respondent's employment;
 - iii) Mr Philips in the Probation Review meeting explicitly confirmed that his suspicions were correct; and that his job had been given to someone else before he was employed;
 - iv) After he was dismissed the respondent specifically advertised for a Customer Service Assistant, at a lower salary, and not for a replacement Transport Operator .
10. The respondent submits that the claimant's theory is both wholly implausible and wrong:
- i) If in fact they had given the claimant's role to someone else they could simply have withdrawn the offer before formally offering him the role and/or offered the claimant a role as a Customer Service Assistant;
 - ii) Ms Knight's evidence is that she understood at all times that whilst she would supervise his training, that he was a Transport Operator and would post training be employed at the Traffic Desk. Unless Ms Knight is lying, then the subterfuge was being played on her as much as the claimant which is absurd;
 - iii) The initial training was on the software which is common to both roles and the fact he was initially placed in the Customer Service Team is of no significance, and is not indicative of any contractual breach.
 - iv) There is no breach of contract because the claimant was always and genuinely employed as a Transport Operator.
 - v) The claim is in any event somewhat academic as he if he succeeds he would be entitled to a declaration as to breach of contract, but would receive no damages as no loss flows from any breach in any event.

11. The respondent does not dispute that if the claimant is correct and he had been employed as a Transport Operator, but unbeknownst to himself and without his consent was actually engaged in a different role, that would be a breach of contract. However here is no suggestion that any of the other terms of the contract were breached and thus it submits even if true that caused him no loss. The losses which he claims flow from the termination of his employment. On any analysis the respondent was contractually entitled to dismiss him, and it follows that his dismissal was a not in breach of contract.
12. This is not necessarily an easy dispute to resolve. If the claimant is correct, the respondent engaged in an entirely unnecessary and highly implausible subterfuge, and Ms Knight's evidence, which I accept as transparently honest, is inexplicable unless she too was a victim of some sort of conspiracy concocted at a higher level. Equally, however, if the respondent is correct the comments of Mr Philips, which completely support the claimant are inexplicable. It follows that whichever evidence and submissions I accept involves rejecting apparently plausible evidence for the other party.
13. Doing the best I can, and with due respect to the claimant, in my judgement the contention that at some reasonably senior level the respondent would have hatched a plan to mislead the claimant and employ him in a role that did not exist, and equally to mislead his supervisor, is so fundamentally implausible, that despite Mr Philips' comments I am not persuaded that the it can have occurred. In the end if I accept Ms Knight's evidence, which I do; it is inconceivable that she would not have been aware of the true situation; and I am forced to accept the respondent's explanation, albeit somewhat reluctantly, that Mr Philips was simply wrong.
14. It follows that looking at evidence overall I accept that the claimant was always employed as a Transport Operator; and it follows I am not persuaded, on the balance of probabilities, that the breach of contract asserted by the claimant took place.
15. It follows that the claimant's claim must be dismissed. However in case I am wrong in that conclusion I have gone on to consider that the respondent's second submission; which is that even if the claimant succeeds as to the breach of contract it did not cause him any loss. The pay he received was that he was contractually entitled to; and all of the losses result from his dismissal, which was entirely lawful and not in breach of contract. Thus even if he had made out his primary claim he would only be entitled to a declaration to that effect as he has suffered no loss resulting from the breach he relies on. In my judgement this must be correct, and even if I had found for the claimant in respect of the primary claim I would not have made any award of damages.

**Employment Judge Cadney
Dated: 9 February 2026**

**Sent to the parties on
26 February 2026**

**Jade Lobb
For the Tribunal Office**