



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 8002337/2025

Heard by CVP in Glasgow on 31 March 2026

Employment Judge L Wiseman

Mr D Wilson

**Claimant
In person**

Teleperformance Ltd

**Respondent
Represented by:
Ms L Clements,
Solicitor**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The tribunal decided to dismiss the claim.

REASONS

1. The claimant presented a claim to the Employment Tribunal in which he complained of a breach of contract and sought payment of damages.
2. The respondent entered a Response in which it denied there had been a contract in place between the parties in circumstances where a conditional offer of employment had been made and the claimant had not fulfilled the conditions.
3. I heard evidence from the claimant and from Ms Claire Thomas, Recruitment Business Partner. The tribunal was also referred to a number of documents. The tribunal, on the basis of the evidence before it, made the following material findings of fact. These are findings of fact which are material to the legal issues to be determined by the tribunal.

Findings of fact

4. The respondent is an outsourced global business. The respondent placed an advert in July 2025 seeking to recruit customer advisors for one of their

banking clients. The claimant carried out an online assessment, following which he received an email stating he had been successful.

5. The claimant received a letter (page 110) making a formal offer of employment with the respondent. The letter included (second paragraph in bold lettering) a paragraph stating:

“Please note this offer of employment is conditional upon successful completion of the background vetting process as outlined in sections 5.0, 6.0 and 7.0 in this offer letter. All required steps need to be completed in full by the deadline provided by the Talent Acquisition team. Failure to complete steps as required by the deadline date or unsatisfactory vetting results, can result in your start date being delayed or your offer of employment being rescinded.”

6. The letter also made clear that the “*anticipated start date*” was 18 August 2025 and that he would be required to provide photo ID, proof of eligibility to work in the UK, proof of address and proof of national insurance number. The claimant was also required to undertake a credit check because of the nature of the job. There would then follow a verification process.
7. The claimant also received an email (page 107) confirming he had been sent a list of tasks to complete and that this had to be done by 23 July in order to progress his application.
8. The claimant accepted the offer and received an email (page 109) stating that to complete the process, he had to click on the noted URL and complete the outlined steps.
9. The claimant was of the opinion that he had completed all of the tasks, however he received an email on 6 August, requesting more information. The claimant contacted the company to ask what further information was required. The claimant was promised a call back but this did not materialise.
10. An extract from the respondent’s online portal (page 123) showed a link was first sent to the claimant on 6 August and was subsequently resent on 13 and 20 August because it had not been completed.
11. The claimant’s case was referred to Ms Thomas because checks had not been completed. Ms Thomas emailed the claimant on 12 August (page 120) to confirm that due to business needs the start date for the position had changed to 1 September. Ms Thomas reminded the claimant the offer was conditional on all steps of the recruitment process being completed, including the return of satisfactory background checks. Ms Thomas also explained that the background checks had to be completed two weeks prior to the start date in order to allow time for the respondent to receive

the results. If a person missed this deadline, they would be moved to the next later start date.

12. The change to the start date was also caused by the fact an insufficient number of people had completed the recruitment process and it was no longer viable to run training for such a small number.
13. The claimant replied the same day (page 119) to explain he had left his previous role because he had understood IT equipment was going to be delivered and the delay was placing him in a very difficult position financially.
14. The claimant sent another email to Ms Thomas on 14 August (page 117) where he set out his efforts to make contact with the respondent to clarify what further information was required. He also noted that he had resigned from his employment in order to start the job on 18 August and he thought it very unfair that the start date had now been put back until 1 September. The claimant was critical of the recruitment process and explained he had been placed in financial difficulties. He also confirmed he had been in contact with ACAS for advice.
15. Ms Thomas responded to the claimant's email the same day (page 118) and confirmed the offer of employment had been conditional and as he had not completed all of the background checks he could not be cleared to start work.
16. The claimant started looking for alternative work and started another job in mid-September. The claimant is earning less in this position than he previously did.

Claimant's submissions

17. Mr Wilson told the tribunal that he had applied for the position, to start on 18 August, in good faith. The respondent had let him down, and caused all of these problems, by not telling him what information was missing for the checks. The change to the start date caused him stress and ACAS had advised him to look for another job. The claimant wanted compensation for what he had lost. The claimant calculated this at £4820, being two weeks' wages for the period from leaving his previous position until 18 August; two weeks' wages for the period between the start date for this position and starting alternative employment; the sum of a loan he had had to take and the interest paid on that loan and the difference in the salary between the respondent's job and the alternative job he had to accept.
18. The claimant quoted from a UK Gov website regarding offers of employment.

Respondent's submissions

19. Ms Clements noted the claim was one of breach of contract and she referred the tribunal to the Extension of Jurisdiction Order and the Employment Tribunals Act.
20. The first issue for the tribunal to determine is whether a legally binding contract existed between the parties, and the onus was on the claimant to show this. Ms Clements referred the tribunal to the case of **Sarker v South Tees Acute Hospitals NHS Trust 1997 ICR 673** where it had been made clear that a conditional offer does not create a binding contract unless or until the conditions are met. In this case the claimant did not ever satisfy the conditions and therefore there was not ever a binding contract.
21. The offer letter sent to the claimant made clear that the offer of employment was conditional. It also made clear that if the checks were not completed, it could lead to the start date being delayed.
22. There was no dispute regarding the fact the claimant was advised of a change to the start date, and this was necessitated by operational reasons (being the fact that there were insufficient numbers of people for the training). The claimant was told that if he completed the checks by 18 August, he could start on 1 September. He chose not to do so.
23. Ms Clements invited the tribunal to find there was no binding contract of employment and therefore the change to the start date could not amount to a breach of any contract. Ms Clements submitted the claim should be dismissed and wished it noted the respondent reserved its position regarding expenses.

Discussion and Decision

24. The tribunal firstly had regard to the terms of the Employment Tribunals Extension of Jurisdiction (Scotland) Order 1994 which enables certain proceedings in respect of breach of contract to be brought before an employment tribunal. A contractual claim can only be heard by a tribunal where the claim arises or is outstanding on the termination of the employee's employment, and relates to a claim for damages for breach of the contract of employment.
25. The claimant must, in order to bring a complaint of breach of contract, show that (i) a contract was in place and (ii) that it had been breached.
26. The claimant insisted a contract was in place because he had been given a start date and he believed he had completed all of the checks. The claimant accepted he had been contacted about provision of further information but his efforts to have someone from the respondent clarify what information was required were not responded to. The claimant considered it was not his fault if checks had not been completed.

27. The tribunal considered the key issue in this case was the fact the respondent made clear in their offer letter dated 21 July, that the offer of employment was conditional on all checks being completed. The claimant did not complete all checks and therefore the offer of employment remained conditional. The tribunal noted that it is not uncommon for offers of employment to be made subject to a condition and in such circumstances the contract will not take effect until that condition is satisfied.
28. The claimant was asked in cross examination about his understanding of the offer letter. The claimant gave conflicting answers: he appeared to accept the offer was conditional but subsequently insisted that once a date had been set for starting then that was binding. The tribunal, based on the claimant's responses in cross examination, found the claimant did know the offer of employment was conditional on the completion of all checks. He also knew, because it was stated in the offer letter, that the date of 18 August was the "*anticipated*" start date: it could not be the set start date because the employer did not know if checks would be completed by that date.
29. The tribunal acknowledged the claimant's frustration with the process and his feelings that what had happened had been unfair, and that the respondent was to blame for him not completing the checks, however those matters have no bearing on whether a contract of employment was in place.
30. The tribunal concluded there was no contract of employment in place between the claimant and the respondent. The tribunal reached this conclusion because the offer of employment was conditional on all checks being completed, and the claimant did not (for whatever reason) complete all checks. The fact the claimant had an anticipated start date which was changed to the 1st September, did not alter the fact the offer of employment was conditional, the conditions were not met and the claimant had not, at any time, been told otherwise.
31. The decision that there was no contract of employment in place means this claim must fail. This is because if there was no contract of employment in place, there could not have been a breach of that contract.
32. The tribunal decided to dismiss the claim.