



EMPLOYMENT TRIBUNALS

Claimant: Mr C Oakley

Respondent: Royal British Legion

Heard at: Croydon (video/CVP)

On: 7 May 2026

Before: Employment Judge Wright

Representation

Claimant: In person

Respondent: Mrs A Arrowsmith executive director people and culture

JUDGMENT having been given to the parties on 7 May 2026 and written reasons having been requested by the claimant on the 7 May 2026, in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

REASONS

1. The claimant did not work for the respondent. He applied for a role at the respondent and some initial terms (such as a start date) were agreed. The respondent then withdrew the role and informed the claimant of the same shortly before he was due to start the role.
2. The claimant has to establish there is a contractual entitlement to notice pay. He originally contended for four weeks' notice pay, plus pension entitlement in his ET1 and he requested £3744. That figure had since increased and included injury to feelings, which cannot be awarded for a breach of contract claim.
3. The claimant points to three documents, the vacancy information pack, the text from the agency and the email dated 21/8/2025. The vacancy information pack is an invitation to treat. It is not an 'offer' which is capable of acceptance.
4. The same applies with the text from the agency, it is passing on information from the respondent.

5. The email of 21 August 2025 is a conditional offer. The conditions were proof of eligibility to work in the UK, that had to be done in person. The respondent had to physically see and inspect the original documents. It was also subject to the receipt of references. There is no evidence that references were received and indeed there is evidence that there was a difficulty in obtaining the references. It is accepted it was late summer holidays and that may be the explanation, rather than there being any problem with the references.
6. Those document do not form a binding contract. There was no probationary or notice period set out.
7. It is not accepted that a senior role would have a longer notice period at the outset. Many contracts provide for one week's notice in the first six or 12 months.
8. There is no binding contract between the parties which was breached and which could lead to a claim for notice pay.
9. If the Tribunal were to imply a notice period, it would agree with the respondent that at most, it would be one week.
10. Finally, although the Tribunal is not dealing with remedy, it does not criticise the claimant for not continuing to search for role once a conditional offer had been made to him by respondent. He was on holiday in late August and he would not be expected to search for a role then. There was short period of time between the conditional offer and the proposed and then confirmed start date. He would not be expected to continue to look for other roles during that short period of time. In fact he demonstrated that he would have been able to mitigate any loss as he secured an alternative role which started on the 20 October 2025.
11. From the respondent's point of view, this situation may have been avoided if it had more careful in its terminology and made clear what is information (its vacancy information pack does say 'offer terms' when in reality that is the pay and benefit information), what is a conditional offer and what those conditions are and what are contractual terms. Albeit this scenario did not get as far as a formal contract offer being made and accepted (along with all of the other elements to form a binding contract).
12. The claim fails and is dismissed.

Approved by:

Employment Judge Wright

12th May 2026

JUDGMENT SENT TO THE PARTIES
ON

Case number: 6043212/2025

29th May 2026

FOR THE TRIBUNAL OFFICE