



EMPLOYMENT TRIBUNALS

Claimant: Oluremi Osimade
Respondent: Transport for London

Heard at: London South (Croydon) by CVP **On:** 16 July 2026
Before: Employment Judge O'Neill

REPRESENTATION:

Claimant: In person
Respondent: Mr Salter, counsel

Written Reasons

1. Oral judgment having been given at the hearing, these are the written reasons.

Findings of Fact

The claimant's engagement between June 2022 and November 2024

2. The claimant commenced work with the respondent on 6 June 2022. He worked within the respondent's Customer Diversity and Inclusion team pursuant to the respondent's Non-Permanent Labour ("NPL") arrangements. His engagement was arranged through Reed Specialist Recruitment and payment was made through NASA Umbrella Limited.
3. The documentary arrangements governing the engagement were those of an agency assignment. The Reed contractual documentation expressly stated that there was no contract of employment between the claimant and either Reed or the end client and described the arrangement as a contract for services. The claimant accepted the assignment commencing on 6 June 2022 through NASA Umbrella Limited.

4. Throughout the period from June 2022 to autumn 2024 the claimant worked continuously within the respondent's business. He worked alongside permanent employees, attended respondent premises, used respondent equipment and systems, and was subject to day-to-day supervision by Sophie Achillini, a respondent manager. I accept the evidence of Mr Evers that this reflected the practical operation of the claimant's assignment. I also accept the claimant's evidence that, in practice, Reed did not direct his daily work.
5. However, I find that the claimant's engagement continued to operate through the Reed/NPL arrangements throughout this period. In reaching that conclusion, I have regard in particular to a number of contemporaneous documents.
6. First, on 12 May 2022, when confusion arose regarding his start date, the claimant informed Ms Achillini that he had discussed the matter with Reed and that Reed would communicate further regarding his start date.
7. Secondly, on 13 March 2023 the claimant signed a GLA Group declaration confirming: "I am currently in an assignment for the GLA Group: Transport for London."
8. Thirdly, in September 2024, when his engagement was being extended, the claimant corresponded directly with Reed regarding the extension of his contract and the rate applicable to it. He complained that Reed had extended the contract without first consulting him. I find this correspondence demonstrates that the claimant himself continued to understand matters relating to the continuation of his engagement as being administered through Reed.
9. During the entirety of this period there was no written contract of employment between the claimant and the respondent. The claimant accepted in cross-examination that no direct contract existed between himself and the respondent during this phase of the relationship.
10. I therefore find that, throughout the period from 6 June 2022 until November 2024, the claimant remained engaged through the Reed/NPL arrangements.

The permanent role

11. In 2024 the respondent created a permanent position of Diversity and Inclusion Specialist. The claimant applied for the role and attended an interview on 24 July 2024.

12. On 12 August 2024 the claimant was informed that he had been successful and he accepted the offer.
13. The recruitment process thereafter continued through the respondent's recruitment and onboarding procedures.
14. On 1 October 2024 the claimant was informed by the respondent that he had received a conditional offer for the role and that a revised target start date of 4 November 2024 had been identified. The correspondence stated "*Your new target start date is the 4 November 2024 subject to the completion of all pre-employment checks and system access being restored.*".
15. On 10 October 2024 the respondent sent the claimant an offer letter, contract of employment and onboarding documents. The claimant signed and returned those documents on the same day.
16. I find that the offer letter expressly provided: "*This offer of employment is subject to the successful completion of all relevant pre-employment screening.*" It further provided: "*If we have not received clearance prior to the provisional start date, you will be unable to start work until HR Services has received such clearance. In some circumstances the offer of employment may be withdrawn.*"
17. The onboarding communications also stated: "*Upon a successful and satisfactory completion of your pre-employment screening and having received all your signed documents, we'll send you final joining instructions via email, including your employee number and induction invites.*"
18. I find that the claimant was aware of those conditions. The conditional nature of the appointment was stated in the email of 1 October 2024, reiterated in the onboarding communications of 10 October 2024, and set out in the offer letter which the claimant signed and returned.
19. I find that the claimant knew, before 4 November 2024, that completion of the respondent's pre-employment screening process remained outstanding. Whilst he disputed the legal significance of that requirement, I am satisfied that he was aware that the offer made to him was expressed to be conditional and that the respondent regarded satisfactory completion of screening as a pre-condition of commencement of employment.

20. The onboarding communications also informed the claimant that final joining instructions, including an employee number and induction arrangements, would be issued following successful completion of pre-employment screening.
21. I further find that the contractual documents made clear that completion of pre-employment screening was not merely an administrative step occurring after employment commenced. The documents expressly provided that, if screening clearance had not been obtained before the proposed start date, the claimant would be unable to start work until such clearance had been received. I therefore find that satisfactory completion of pre-employment screening was a contractual condition precedent to commencement of the employment relationship.

Screening concerns

22. Prior to the proposed commencement date, concerns arose during the respondent's pre-employment screening process.
23. On 30 October 2024 Reed Screening informed the respondent that concerns had arisen regarding references supplied in support of the claimant's application. The concerns included material relating to Tritex Consulting Ltd. The matter was referred by the respondent to its Counter-Fraud and Corruption Team for investigation.
24. On 31 October 2024 Mr Wise informed respondent managers that he could not permit the claimant's proposed start date to proceed until the concerns had been clarified.
25. I accept Mr Wise's evidence that, because those matters remained unresolved, the respondent did not approve the claimant's progression into permanent employment. No screening clearance certificate was issued.
26. I further accept Mr Wise's evidence that the claimant was never issued with an employee number, was never added to the respondent's payroll system, was not provided with onboarding arrangements as a permanent employee and did not complete the onboarding process applicable to permanent recruits.

Events between 4 and 8 November 2024

27. It is common ground that the claimant attended work and carried out duties between 4 and 8 November 2024.

28. I find that the claimant genuinely believed that he had commenced permanent employment on 4 November 2024. That belief was understandable. He had worked within the respondent's business for more than two years, remained in the same working environment, continued to work with the same colleagues and managers, and had signed the documentation forwarded to him in October 2024.
29. I further find that the respondent failed clearly to inform the claimant, before 4 November 2024, that his permanent employment could not commence because the screening process remained unresolved. The evidence of both Mr Wise and Mr Evers demonstrated that communication to the claimant was imperfect and that neither witness could identify any clear communication informing the claimant before 4 November 2024 that he should not commence permanent employment.
30. Nonetheless, I find that the claimant did not commence work as a permanent employee of the respondent between 4 and 8 November 2024.
31. In reaching that finding, I attach significant weight to the fact that the pre-employment screening process remained incomplete; no clearance certificate had been issued; no employee number existed; no payroll arrangements had been created; and the onboarding process had not been completed.
32. I also find that the respondent contemporaneously treated the work undertaken during this period as work falling within the claimant's existing NPL arrangements.
33. Contemporaneous correspondence in November 2024 and January 2025 referred to payment for the period 4 to 8 November 2024 through Reed and referred to an extension or continuation of the pre-existing contractor arrangements for that purpose.
34. There was also contemporaneous correspondence concerning the submission and approval of a timesheet for the week ending 9 November 2024.
35. The claimant disputed that he submitted any such timesheet because he regarded himself as a permanent employee by that stage. I accept that this was his genuine belief. However, whether he personally considered himself to be an employee does not alter the objective characterisation of the arrangement.
36. On 8 November 2024 the claimant was instructed to cease working while the investigation into the screening concerns continued.

Withdrawal of the offer

37. The respondent's Counter-Fraud and Corruption Team completed its investigation during November 2024.
38. On 29 November 2024 the claimant was informed by telephone that the respondent would not proceed with the appointment.
39. On 20 December 2024 Mr Evers confirmed in writing that the offer of employment was being withdrawn because the pre-employment screening process had identified concerns which meant the respondent was not prepared to allow the appointment to proceed.
40. Following further correspondence, the respondent maintained its position that the claimant had never commenced permanent employment and that the work undertaken between 4 and 8 November 2024 had been undertaken pursuant to the pre-existing NPL arrangements.

The Law

Employee Status

41. Section 230(1) Employment Rights Act 1996 provides that an employee is "an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment."
42. Section 230(2) ERA 1996 provides that a contract of employment means "a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing."
43. Whether a person is employed under a contract of employment is a question of law and fact. The Tribunal must consider the true nature of the relationship between the parties and not merely the label that the parties have attached to it.
44. In Ready Mixed Concrete (South East) Ltd v Minister of Pensions and National Insurance [1968] 2 QB 497, MacKenna J identified the principal features commonly associated with a contract of employment, namely:
 - (a) an obligation upon the individual personally to perform work;
 - (b) a sufficient degree of control exercised by the putative employer; and

(c) contractual provisions that are otherwise consistent with a contract of service rather than some other relationship.

45. However, where an individual is supplied to an end-user through an employment agency, the fact that the end-user exercises day-to-day supervision and control over the work carried out does not of itself establish a contract of employment between the worker and the end-user.

Agency Workers and Implied Contracts

46. The leading authority is James v London Borough of Greenwich [2008] EWCA Civ 35; [2008] ICR 545.
47. In James, the Court of Appeal held that a contract between an agency worker and the end-user should only be implied where it is necessary to do so in order to explain the true legal relationship between the parties. The question is not whether such a contract could be implied, nor whether it would be fair to imply one, but whether implication is necessary.
48. The Court of Appeal emphasised that the ordinary features of an agency relationship, including integration into the end-user's workforce, the exercise of day-to-day control by the end-user, and long service at the same workplace, do not themselves make it necessary to imply a contract of employment.
49. The same approach was subsequently affirmed in Tilson v Alstom Transport [2010] EWCA Civ 1308, where the Court of Appeal reiterated that an employment contract will not be implied where the parties' relationship is adequately explained by the existing agency arrangements.
50. Accordingly, where an agency arrangement provides a complete and coherent explanation for the relationship, no contract of employment should be implied between the worker and the end-user.

Conditional Offers and Conditions Precedent

51. Ordinary principles of contract law apply when determining whether an employment relationship has come into existence.
52. Where an offer of employment is expressly made subject to a condition precedent, the contract does not become operative unless and until that condition has been satisfied.

53. A common example is where an offer is expressed to be conditional upon satisfactory completion of pre-employment checks, screening or references.
54. In Wishart v National Association of Citizens Advice Bureaux [1990] ICR 794, the Employment Appeal Tribunal recognised that where an offer is expressly conditional upon the fulfilment of specified requirements and those requirements are not satisfied, the employment relationship does not come into existence.
55. Whether a particular term amounts to a condition precedent is a matter of contractual construction. The Tribunal must determine objectively what the parties agreed and whether the relevant condition was fulfilled.
56. The fact that an individual may have believed that employment had commenced cannot itself satisfy a condition precedent that remained outstanding.

Employment Tribunal Jurisdiction

57. The claimant's complaint of unfair dismissal depends upon the existence of employee status within the meaning of section 230 ERA 1996.
58. A complaint of unfair dismissal may only be brought by an employee: sections 94 and 230 ERA 1996.
59. The Tribunal's jurisdiction to determine a contractual claim brought under the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 likewise depends upon the existence of a contract of employment between the parties.
60. Accordingly, if the Tribunal concludes that the claimant was not at any material time employed by the respondent under a contract of employment, the unfair dismissal complaint must fail and the Tribunal lacks jurisdiction to determine the remaining contractual claims.

Application of the Facts to the Law

The period from June 2022 to 1 November 2024

61. I first consider whether the claimant was an employee of the respondent during the period when he worked within the respondent's Customer Diversity and Inclusion team between June 2022 and 1 November 2024.

62. I accept that a number of features of the relationship were consistent with what is often seen in an employment relationship. The claimant worked exclusively for the respondent over a lengthy period. He worked alongside permanent employees. He used the respondent's equipment, systems and premises. His line manager, Sophie Achillini, directed his day-to-day work. Mr Evers readily accepted in his evidence that the claimant's work was managed by respondent personnel and not by Reed on a daily basis.
63. I further accept that the claimant became integrated within the respondent's business. The evidence demonstrates that he worked within a permanent team, attended meetings, was allocated objectives and carried out work that was important to the respondent's diversity and inclusion functions.
64. However, those matters are not determinative. As the authorities make clear, day-to-day control and integration may equally be features of a long-term agency assignment. The question is whether the relationship is adequately explained by the agency arrangements or whether it is necessary to conclude that a separate contract of employment existed directly between the claimant and the respondent.
65. Having considered the evidence as a whole, I conclude that the relationship is adequately explained by the Reed/NPL arrangements.
66. The contemporaneous documentary evidence strongly supports that conclusion.
67. The contractual documentation governing the claimant's original engagement expressly provided that there was no contract of employment between the claimant and the respondent and recorded that the claimant was engaged through an intermediary arrangement involving Reed and NASA Umbrella Limited. The claimant accepted the assignment on that basis. (Bundle pp.78-89).
68. The claimant's own conduct throughout the engagement was consistent with those arrangements remaining in place. When uncertainty arose regarding his start date in May 2022, the claimant informed Ms Achillini that he would discuss matters with Reed and that Reed would communicate further regarding the position. (Bundle pp.83-86).
69. In March 2023 the claimant signed a declaration confirming that he was "currently in an assignment" for Transport for London. (Bundle pp.92-93).

70. Most significantly, in September 2024, only weeks before the events giving rise to these proceedings, the claimant corresponded with Reed regarding the extension of his assignment. He complained that Reed had extended the arrangement without consulting him and expressed dissatisfaction with the rate that applied to the extension. In my judgment, that correspondence is powerful evidence that the claimant himself continued to regard Reed as the entity responsible for administering and extending his engagement. (Bundle pp.107-110).
71. I also take account of the fact that the claimant was paid through the agency arrangements and that contemporaneous documentation demonstrates the continued operation of NPL processes, including timesheet administration through Reed.
72. Standing back and considering the evidence in the round, I am not persuaded that the claimant has established that a contract of employment existed directly between himself and the respondent during this period.
73. The facts relied upon by the claimant, namely supervision by respondent managers, integration into the team, use of respondent equipment and lengthy service, are all capable of being fully explained by the agency arrangements. I do not consider it necessary to imply a contract of employment between the claimant and the respondent in order to explain the parties' relationship.
74. I therefore conclude that the claimant was not an employee of the respondent between June 2022 and 1 November 2024.

The October 2024 offer of employment

75. I next consider whether the claimant became an employee of the respondent from 4 November 2024.
76. There is no dispute that the claimant successfully applied for the permanent role of Diversity and Inclusion Specialist.
77. There is also no dispute that in October 2024 the respondent issued the claimant with an offer letter, a contract of employment and onboarding documentation, all of which the claimant signed and returned.
78. The parties disagree as to the legal effect of those documents.

79. The claimant contends that, once the contract had been signed and the commencement date of 4 November 2024 arrived, an employment relationship came into existence. He relies particularly upon the fact that he attended work from 4 to 8 November 2024, performed duties during that period and remained subject to the respondent's direction and supervision.
80. The respondent contends that the offer remained conditional throughout this period and that the conditions attached to the offer were never satisfied.
81. For the following reasons, I agree with the respondent's contention that the offer remained conditional and that the claimant did not commence employment on 4 November 2024.
82. In my judgment, the contractual documentation leaves little room for ambiguity. The offer letter and associated correspondence did not merely state that pre-employment screening would take place. Rather, they expressly addressed the consequences of screening not being completed before the proposed start date.
83. The claimant was informed on 1 October 2024 that his offer was conditional and that commencement remained subject to completion of pre-employment checks.
84. The onboarding correspondence repeated that successful completion of screening remained necessary before joining instructions, an employee number and induction arrangements would be issued.
85. Most importantly, the offer letter expressly stated that the offer was "subject to the successful completion of all relevant pre-employment screening" and further provided that if clearance had not been received before the provisional start date the claimant would be unable to start work until such clearance had been obtained.
86. I find that those provisions were contractual in nature. They were contained within the documentation governing the offer itself and defined the circumstances in which employment could commence.
87. I further find that those provisions created a condition precedent to the commencement of employment. The contract expressly contemplated the possibility that the proposed start date might arrive before screening clearance was obtained and clearly provided that, in those circumstances, employment could not commence.

88. I reject any suggestion that completion of screening was merely an internal administrative process. The contractual language demonstrates that successful screening was a prerequisite to commencement of employment.
89. The claimant signed and returned the offer letter and contract. I am therefore satisfied that the claimant knew that commencement of employment depended upon successful completion of screening and the receipt of clearance.
90. The claimant's case appeared to proceed on the basis that the signed contract and the arrival of 4 November 2024 were sufficient, without more, to bring the employment relationship into existence. I reject that contention. The contractual documentation expressly provided otherwise. The parties agreed that employment would not commence unless and until screening clearance had been obtained.
91. Applying ordinary principles of contractual construction, I find that satisfactory completion of pre-employment screening was a contractual condition precedent to the commencement of the employment relationship. Even if the October 2024 documentation created contractual obligations between the parties when signed, it expressly provided that the claimant could not commence employment unless and until satisfactory screening clearance had been obtained. That never occurred.

The claimant's work between 4 and 8 November 2024

92. I turn to the period that lies at the centre of this case.
93. I accept that the claimant attended work and carried out duties between 4 and 8 November 2024.
94. I also accept that he genuinely believed he had commenced permanent employment on 4 November 2024.
95. In my judgment that belief was entirely understandable. Unlike a wholly external recruit, the claimant had already been working within the respondent's organisation for more than two years. He already held a building pass. He already had access to respondent systems. He remained in the same team and was continuing much of the same work.
96. I further accept that the respondent's communications before 4 November 2024 could and should have been clearer.

97. The evidence before me suggests that the claimant was not clearly informed before 4 November 2024 that the outstanding screening concerns meant that permanent employment could not commence on that date. I consider that failure of communication to be the principal reason why this dispute arose.
98. Nevertheless, the issue before the Tribunal is not whether the claimant genuinely believed that he had become an employee. The question is whether, viewed objectively, he had become an employee.
99. For the reasons already given, I have concluded that the conditions precedent to the commencement of the employment relationship had not been satisfied and that the proposed contract of employment had not come into effect.
100. It follows that the arrival of 4 November 2024 did not itself bring the employment relationship into existence. The contractual arrangements expressly provided that employment could not commence unless and until satisfactory screening clearance had been obtained.
101. Nor, in my judgment, did the claimant's attendance at work and performance of duties between 4 and 8 November 2024 have that effect. Whilst those matters are relied upon heavily by the claimant, they cannot override the parties' contractual agreement that commencement of employment was conditional upon successful completion of pre-employment screening.
102. The respondent subsequently acknowledged that the claimant had worked during that period and sought to arrange payment through the Reed/NPL arrangements.
103. The documentary record includes correspondence concerning timesheets, extension arrangements and payment through Reed in respect of that period.
104. The claimant disputed that he submitted any timesheet because he believed he had become a permanent employee. I accept that this was his genuine belief.
105. I am satisfied that the contemporaneous documents demonstrate that the respondent did not treat the claimant as having commenced permanent employment. Rather, they demonstrate that the respondent regarded the work undertaken between 4 and 8 November 2024 as referable to the claimant's existing agency arrangements and sought to make payment through those arrangements.

106. This contemporaneous evidence is consistent with my earlier conclusion that the condition precedent to commencement of employment had not been satisfied and that the October 2024 contract had not become operative.
107. Ultimately, I do not consider it necessary to determine the precise contractual mechanism operating as between the claimant, Reed and NASA Umbrella Limited during that period.
108. The issue before me is whether the claimant was working pursuant to a contract of employment with the respondent.
109. For the reasons set out above, I conclude that he was not. Whether the precise legal characterisation was a continuation of the existing assignment, an extension of the assignment or some other agency arrangement is unnecessary for me to determine.
110. My conclusion should not be taken as a finding that the claimant acted unreasonably in believing otherwise. I have no difficulty accepting that he genuinely believed his employment had commenced.

Conclusion on employee status and jurisdiction

111. Drawing all of these matters together, I conclude that the claimant remained engaged pursuant to agency arrangements throughout the material period.
112. He was not an employee of the respondent between June 2022 and 1 November 2024.
113. He did not become an employee of the respondent on or after 4 November 2024 because the conditions precedent to commencement of the proposed employment relationship were never satisfied.
114. Accordingly, the claimant has not established that he was employed by the respondent within the meaning of section 230 ERA 1996 at any material time. It follows that the complaint of unfair dismissal cannot succeed.
115. It further follows that the Tribunal lacks jurisdiction to determine the claimant's notice pay and breach of contract claims under the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 because no contract of employment came into effect between the parties.
116. Those claims are therefore dismissed.

Approved by:

EJ O'Neill
31st July 2026

Judgment sent to the parties on:
3rd September 2026

For the Tribunal Office

Notes

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

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