



EMPLOYMENT TRIBUNALS

Claimant: Ms T Hammond

Respondent: Fullhurst Community College

Heard at: Midlands East Tribunal **On:** 12 August 2026

Before: Employment Judge Brewer

Representation

Claimant: In person

Respondent: Mr M Cummins, Solicitor

JUDGMENT having been sent to the parties on 10 September 2026 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Procedure Rules 2024, the following reasons are provided:

REASONS

Introduction

1. In this claim the claimant represented herself and to the respondent was represented by Mr Cummins, a solicitor.
2. The parties produced an agreed bundle of documents, and I had witness statements and heard evidence from the claimant and, on the half of the respondent from Mr Leaman.

Issues

3. The claimant brings a claim for breach of contract. She says that she entered into an agreement with the respondent to start work with them on 23 February 2025 and the withdrawal of the offer amounted to a breach of an employment contract. That claim, if I found there was a contract, would be limited to a claim for notice pay under the contract.

Law

4. I do not consider it necessary to set out here the entirety of contract law.
5. In order for a contract to exist there has to have been an offer, acceptance of that offer, consideration and an intention to create legal relations. In this case there is no dispute that there was an offer.
6. However, relevant to this claim is the fact that in order for a contract to be formed there has to be an unconditional acceptance of an unconditional offer.
7. Article 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 (1994 No. 1623) is in the following terms,

“Extension of jurisdiction

3. Proceedings may be brought before an [F2employment tribunal] in respect of a claim of an employee for the recovery of damages or any other sum (other than a claim for damages, or for a sum due, in respect of personal injuries) if—

(a) the claim is one to which section 131(2) of the 1978 Act applies and which a court in England and Wales would under the law for the time being in force have jurisdiction to hear and determine,

(b) the claim is not one to which article 5 applies; and

(c) the claim arises or is outstanding on the termination of the employee's employment.”

8. It follows from this that in order for the claimant's claim to succeed there has to have been an employment contract in place which was terminated by the respondent (it not being argued that the claimant terminated the contract if there was one).
9. In this case the respondent says that the offer of employment was conditional and one of the conditions, that the claimant provide satisfactory references, was not met, and thus the offer was withdrawn.
10. In the case of conditional offers, the employer must make it clear to the employee that an offer is subject to a condition if, in the event of the condition not being satisfied, it wants to rely on that condition to vitiate the contract (see for example **Stubbes v Trower, Still and Keeling** 1987 IRLR 321, CA).
11. The test for deciding whether a reference meets an employer's requirements is a subjective one (see for example **Wishart v National Association of Citizens Advice Bureaux Ltd** 1990 ICR 794, CA).

Findings of fact

12. I make the following findings of fact.

13. The claimant was offered the post of Cover Instructor at the respondent by a letter dated 17 December 2025 with a proposed start date of 23 February 2026. The offer of employment was made expressly subject to satisfactory results of 5 pre-employment checks.
14. One of the satisfactory employment checks was the provision of satisfactory references.
15. The offer letter clearly stated the offer of employment would be withdrawn if any of the pre-employment conditions were not satisfied.
16. The claimant was sent and was asked to sign and return three documents: the offer letter, terms and conditions of employment and a job description. The claimant signed the copy of the offer letter and the terms and conditions. It was clear from that the claimant understood the terms of the offer of employment and that it was expressly conditional. The offer was quite clearly a conditional offer of employment.
17. The respondent duly requested two references for the claimant. The first reference was provided by the Headteacher of Caludon School, the claimant's immediate previous employer.
18. The response from Caludon School stated:

“If Tyler was to continue her employment with us, we would address her lack of punctuality and lack of engagement with the responsibilities of a teacher beyond the supervision of lessons (e.g. not engaging proactively with faculty meetings and CPL).”
19. The respondent said it was concerned with this response which noted the claimant's of lack of engagement with the responsibilities of a teacher including learning and faculty meetings particularly because, as a cover supervisor at the respondent the claimant would be paid at paid at UNQ4 level to undertake the duties of a teacher.
20. The reference also asked whether the school would re-employ the claimant. The response from Caludon School was,

“No. I think it is likely that Tyler has been unhappy at Caludon and this may have impacted her commitment to her role.”
21. The reference also contained a list of areas to be rated 1-4, 1 being outstanding and 4 being poor. The Claimant received a 4 rating of 'poor' in two areas, These were 'Ability to work as a member of a team' and 'attendance and punctuality'.
22. The second reference was received from Castle Mead Academy.
23. As with the first reference, in the table containing a list of areas to be rated consistently rated the claimant as 'satisfactory', however, the respondent was noted and was concerned by the response in reference which stated that the school would not re-employ the claimant.

24. The respondent wrote to the claimant on 26 January 2026 withdrawing the offer of employment because of unsatisfactory references.
25. The claimant emailed the respondent on 26 January 2026 to say that she would provide additional references. She did so. The respondent received those additional references; however, this did not change their position.
26. The respondent emailed the claimant on 27 January 2026 to confirm its decision to withdraw the offer of employment.
27. The claimant commenced early conciliation on 27 January 2025.
28. The claimant received her early conciliation certificate on 12 March 2025.
29. The claimant presented her claim to the employment tribunal on 12 March 2026.

Discussion and conclusion

30. It seems clear to me that the respondent was entitled to conclude that two of the references provided by the claimant, including the one from immediate previous employer, were not satisfactory. She did not meet one of the conditions of her offer of employment and at the point it was rescinded, the offer had not become unconditional, there was no contract of employment and there cannot therefore have been a breach of contract.
31. For that reason, the case must fail and is dismissed.
32. I should, for the sake of completeness, deal with what I think was the claimant's principal, indeed only argument.
33. The claimant appeared to hold the view that because, after she provided two unsatisfactory references, she then provided two which were satisfactory, she had complied with and met the condition of providing 'satisfactory references'. This I think is a fundamental misunderstanding on the part of the claimant. The condition which the claimant had to meet was that she provides references which were satisfactory. In the end she provided four references, two of which were not satisfactory, and therefore she had not, at any stage, provided 'satisfactory references' even though she has provided some satisfactory references. A potential employer is not required to ignore unsatisfactory references merely because some other references provided by a job applicant are satisfactory.

Approved by:

Employment Judge Brewer

Dated: 10 September 2026

Sent to the parties on

...27 September 2026.....

For the Employment Tribunal

...Elliot Barker.....