



THE EMPLOYMENT TRIBUNALS

Between:

Claimant: Mr D Brand

Respondent: London Duck Tours Limited

Hearing at London South on 23 February 2017 before Employment Judge Baron

Appearances

For Claimant: The Claimant was present in person

For Respondent: Tom Carney – HR Manager

JUDGMENT

It is the judgment of the Tribunal that the claim be dismissed.

REASONS

- 1 The business of the Respondent is (or was) the running of tours by water and land in central London. Its distinctive yellow amphibious vehicles were a common sight along Pall Mall and in St James'. It was by its nature a predominantly seasonal business. Unfortunately the business had to cease in the autumn of 2017 because the slipway used by the vehicles became unavailable due to the infrastructure works being carried out to supplement Sir Joseph's Bazalgette's Victorian sewers along the Embankment. The Claimant worked for the Respondent on a casual zero hours basis as a driver.
- 2 There was a general meeting of staff and management on 16 May 2017. The Claimant was present along with 30 or more colleagues. Notes of the meeting were produced, which the Claimant accepted as being accurate. A prepared statement was read out which concluded by saying that from 18 September 2017 'current business of carrying fare paying passengers on the River Thames will be extinguished.' Mr Bigas, the Respondent's Managing Director, then referred to discussions he had had with Mr Carney concerning the running of the business until 17 September 2017. The notes continue:

They are working on an informal arrangement to create a golden handcuff as a loyalty payment on the assumption we have unfettered access from Thames Tunnel and reliability from staff and are still employed on 17th September.

What we would normally generate in the summer to take us through the winter we would like to give to the staff.

In the short term Tom and John will be arranging one to one interviews with all those affected.

- 3 Some members of the Respondent's staff received a payment in the autumn. The Claimant did not do so. I heard some evidence as to the amount of driving the Claimant did for the Respondent after that meeting, and there was differing evidence as to the reason why he did undertake more shifts. For the reasons set out below it is not necessary for me to make any findings on the matter.
- 4 The Claimant relies upon there having been a binding contract created at the meeting on 16 May 2017, which contract had been broken. His claim was for £6,000 calculated on the basis of what he understood other drivers had received.
- 5 For there to be a legally enforceable contract there must be various elements present. First of all there must be an offer made by the employer, which offer must be sufficiently precise so as to be legally enforceable. Secondly, that offer must have been accepted by the employee. Thirdly, in the making of the offer and the acceptance of it, the parties must have intended to enter into legally binding obligations one to the other.
- 6 Two things are abundantly clear from the notes of the meeting of 16 May 2017. The first is that there was no precise offer made by the Respondent. It was merely said that Mr Carney and Mr Bigas 'were working on an informal arrangement'. No details had been agreed between them at the time to put to the employees. The second point is that there was clearly no intention to enter into any legal relationship as it was to be an 'informal arrangement'.
- 7 For those reasons this claim is dismissed.

Employment Judge Baron

Dated 23 February 2018

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.