



## InBrief – Recruitment Assessment Criteria

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### KEY CONTACTS

If you require advice or further information, please contact Barry Crushell, Carmel Byrne, or your usual Aperture Partners contact.

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In the recent case of *Genockey v The Governor and Company of the Bank of Ireland* ([2017] IEHC 498), a candidate sought damages for breach of contract, misrepresentation, breach of warranty, wrongful dismissal, negligence and breach of duty of care, from a prospective employer, as a result of that prospective employer rescinding a job-offer, on receipt of qualification results, at odds with those presented on the candidate's résumé.

The candidate emailed a Senior Manager in the Loans Administration department of the defendant employer. The email sent by the candidate requested that the prospective employer consider her profile for any upcoming positions. Attached to the email was the candidate's résumé, which set out amongst other things, her educational history. Included in this information was the plaintiff's leaving certificate results. In evidence, the plaintiff admitted that these results did not reflect what she had received in her leaving certificate, stating that she had forgotten over time what her results were and that no previous potential employer had required leaving certificate results from her. The candidate was later invited by the prospective employer to interview for the position of loan administrator. The accompanying application form for the position stated that certain verifications were required, including "original documentation in relation to the required educational qualifications", prior to commencing employment, however, by way of phone call, the candidate was offered the role, which she contended was an unconditional offer of employment.

The High Court held that the candidate had not established that the prospective employer failed to exercise a duty of care. Although the High Court accepted the candidate's evidence that she had unwittingly provided the incorrect results, the High Court stated that: "...it was made clear by the defendant employer that a term of any successful candidate's employment would be that they meet specific educational criteria. Unfortunately, the plaintiff did not meet these criteria, and thus the defendant employer had the right to dismiss the plaintiff for this reason."

The case reiterates the importance of employers clearly specifying, not only the terms and conditions of employment, but the assessment criteria for potential candidates at the initial stages of the recruitment process.