



EMPLOYMENT TRIBUNALS

Claimants: Miss C Moore

Respondent: Welsh Religious Buildings Trust

Heard at: Cardiff

On: 31st July – 1st August 2025

Before: Employment Judge A Williams

REPRESENTATION:

Claimant: Ms S Schofield

Respondent: Mr P Sangha, Counsel

JUDGMENT

The judgment of the Tribunal is as follows:

1. The complaint of unfair dismissal is not well-founded and is dismissed.

REASONS

INTRODUCTION

1. The Claimant, Miss Christine Moore, was employed by the Respondent as a Development Officer from 2010 to 2016 and then as Trust Manager from 2016 until her employment came to an end on 30th August 2024.
2. By an ET1 Claim Form presented on 14th January 2025 the Claimant brought a claim for unfair dismissal. She claims she was constructively dismissed because the actions of the Respondent leading to her resignation on 15th July 2024 amounted to a breach of the implied term of trust and confidence between employee and employer.
3. The Respondent is the Welsh Religious Buildings Trust, a Charity and limited company founded on the acquisition and maintenance of Welsh religious buildings. It is run by volunteer Trustees. At the time of the Claimant's employment, it had two part-time salaried employees comprising of the Claimant and a Trust Administrator, Tanya Jenkins. Ms Jenkins was hired when the Claimant was promoted to Trust Manager in 2016.
4. The Respondent denies that there was a fundamental breach of contract and maintains that the Claimant resigned from her role.

THE HEARING

5. At the hearing before me the Claimant was represented by Ms Sharon Schofield. I heard evidence from the Claimant and her witness, Neil Sumner. Mr Sumner is a former Chair, Development Officer, Vice-Chair and Treasurer of the Trust. The Respondent was represented by Mr Sangha of Counsel. I heard evidence from 5 witnesses on behalf of the Respondent. Suzanne Cole, a former Trustee, Tanya Jenkins, Trust Administrator at the time of C's employment, Rob Scourfield, Chair of Trustees for the majority of the material time to which this claim relates, Jonathan Jones, Trustee and now Treasurer, and Gerallt Nash, current Chair of Trustees
6. I had witness statements from each witness. I also had the benefit of indexed and paginated hearing bundle of 361 pages, largely consisting of emails. As I made clear to the parties I read only those pages that I was specifically taken to either in the witness statements or in the course of the hearing.
7. I dealt with one preliminary issue, the accidental disclosure of a draft statement by the Respondent, in relation to which I gave my decision and reasons orally and do not repeat in this judgment.
8. I gave judgment orally at the conclusion of the hearing. Both parties have since made a request for written reasons for my decision pursuant to Rule 62 of the Employment Tribunal Procedural Rules 2024. Unfortunately those requests, having been made within the required 14 days following judgment, were not sent to me by the Tribunal's administration until 24th September 2025 which explains the delay in my providing these written reasons.

LIST OF ISSUES

9. The day prior to the Hearing EJ Brace directed that the parties agree a List of Issues and sent a template to the parties. In particular, she required that the Claimant specify what acts or failures to act she relied upon to assert that the Respondent had breached the implied term of trust and confidence.
10. We spent some time at the beginning of the hearing identifying what those acts were. Eventually, the Claimant presented a list of actions or failures to act identified from her ET1 document to which the Respondent agreed.
11. The Respondent confirmed at the outset of the hearing it was not asserting that in the event the Tribunal found the Claimant had in fact been dismissed, that dismissal was for a fair reason.
12. The issues I need to decide are as follows. I made clear to the parties I need only hear evidence and submissions on these issues. The parties agreed that the Tribunal should deal with liability only at the hearing:

1. Did the Respondent do the following things:

1.1. Undermine the Claimant's position as Trust Manager by the Claimant's colleagues by:

1.1.1. Sue Cole and Tanya Jenkins working on a project together that was not in the trust action plan.

1.1.2. Sue Cole's false accusations about the Claimant's work on rebranding the Trust.

1.1.3. Sue Cole making requests that the Claimant apply for funding for her post, contrary to the Claimant's contract of employment.

1.1.4. Tanya Jenkins' withdrawal of support and co-operation with the Claimant.

1.1.5. Dismissing Neil Sumner as volunteer treasurer, leaving the Claimant isolated and vulnerable.

1.1.6. Inflammatory emails between Sue Cole, Tanya Jenkins and Rob Scourfield discovered by the Claimant.

1.1.7. Removing the Claimant from all meetings from 13th June without explanation.

1.2. Undermining the Claimant's position as Trust Manager by the Claimant's line manager Rob Scourfield by:

1.2.1. Failing to take action on the Claimant's request to change the line management of Tanya Jenkins on 28th January.

1.2.2. Withdrawing all communication with the Claimant from 13th June.

1.3. Lack of grievance procedure:

1.3.1. Failure by the Claimant's line manager to understand the Claimant's concerns about Tanya Jenkins' allegations about the Claimant when she resigned.

1.3.2. Failing to fully investigate the Claimant's concern prior to the grievance meeting of 8th July.

2. Did that breach the implied term of trust and confidence? The Tribunal will need to decide:

- i. Whether the Respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the Claimant and the Respondent; and*
- ii. Whether it had reasonable and proper cause for doing so.*

3. Was the breach a fundamental one? The Tribunal will need to decide whether the breach was so serious that the Claimant was entitled to treat the contract as being at an end.

4. Did the Claimant resign in response to the breach? The Tribunal will need to decide whether the breach of contract was a reason for the Claimant's resignation.

5. Did the Claimant affirm the contract before resigning? The Tribunal will need to decide whether the Claimant's words or actions showed that they chose to keep the contract alive even after the breach.

FINDINGS OF FACT

Background

13. That is the background against which I am deciding this claim. I start by making findings of fact. Where there is a dispute or conflict in the evidence or accounts given, I resolve that conflict by making findings on the relevant standard of proof, the balance of probabilities. That is, I am deciding what I consider is more likely than not.

14. I am satisfied that all witnesses who gave evidence before the Tribunal did so honestly and with a genuine belief in the truth of their evidence. Having heard the evidence it was apparent to me that there was little in dispute by way of actual facts. Much of the disagreement arose from differing perceptions of various situations that arose during the period I am tasked with considering.

15. In considering the evidence in this claim I bore in mind that the Trust is a charity, run by volunteer Trustees, some of whom have other extensive professional commitments and who are doing so because of their commitment and interest in the work of the Trust. Some did their work at an arm's length and accepted in their evidence that they had little knowledge of the day to day workings of the two staff members. Some were more hands-on and intricately involved in the Trust's work. This is not a criticism of either way of working, reflects the reality of the work done by a Board of Trustees of this nature.

16. It was apparent on the evidence that the Tribunal was tasked with considering a period of time in this Trust's life when clearly there was significant uncertainty about its future and, I think it is fair to say, personality clashes. There is

continual reference in the evidence before me to budget cuts and funding constraints, and it is also evident from the paperwork before me that there were a number of inter-personal issues not only between staff and Trustees but also between Trustees themselves. It is not necessary for me to make detailed findings on these matters and I refrain from doing so, but I do take into account in my analysis later on in this judgment the context and background against which many of these events took place.

17. Management of the Trust was done largely, it seems, via e-mail between Trustees and online meetings, with the occasional in person meeting. The Trust had a rented office which was relocated to a Trust-owned chapel during the Covid pandemic.

2016-2023

18. The Claimant had the benefit of a written contract of employment dated 1st November 2016 detailing that she was contracted to work as Trust Manager for 28 hours per week, and that she would report to the Chair of the Trust as her line manager.

19. From 2016, the Claimant worked for the Trust as Trust Manager and Tanya Jenkins worked as Trust Administrator. The Claimant raises no particular issues with their working relationship during this period but Ms Jenkins says in her witness statement that early on in her work with the Trust she felt the Claimant made it clear to her she was in a junior role and that any difference in opinion was an affront to her authority. Nevertheless, both parties agree that they had

a functional working relationship for the majority of the years they worked together.

20. In 2023, it is apparent – and not disputed - that the professional relationship between the two deteriorated. It is also not in dispute that this deterioration coincided with Ms Jenkins forming a close working relationship with a new Trustee, Mrs Suzanne Cole (referred to by the witnesses as Sue Cole, whom I will refer to as Mrs Cole), who was co-opted as a Trustee in August 2022 and elected to the Board in April 2023.

The Caebach Project

21. In March 2023 Mrs Cole and Ms Jenkins prepared for and attended a community engagement event at the Metropole Hotel, Llandrindod Wells. This event led to the two beginning work together on a proposed project relating to Caebach Chapel and the artist Thomas Jones.

22. The Claimant says she felt the event and subsequent plans for the project undermined her as Trust Manager because the project was not part of the Trust's action plan.

23. To demonstrate this, I have been taken by the Claimant to the Trust's Business Plan [page 140] that states '*There is no proposed project to be developed within the next 2 years over and above the repair work that is detailed in the Action Plan*'. That Business Plan was being drafted and circulated in late 2023 to early

2024. Indeed, Ms Jenkins' concerns about what the document said about her employment became a significant bone of contention for her in January 2024 which eventually led to her resignation. It is a Business Plan for the period 2024-2025, not March 2023 when the event took place.

24. I accept and find that Mrs Cole and Ms Jenkins work on the Caebach project was borne from their personal interest in the site. I also find, because both of their evidence on the issue was consistent, that much of Ms Jenkins' work on the project was done in her own time, and largely before it was expressly agreed that work on Caebach would not be undertaken for a period of 2 years, based upon the Business Plan I have been taken to.

25. I find as a fact, based upon the consistent evidence of both Mrs Cole and Ms Jenkins, that whatever work Mrs Cole and Ms Jenkins undertook on the project was limited to an outline Project Brief and initial discussions with Cadw about funding. This was, as both Mrs Cole and Ms Jenkins told me, only the very early stages of what might have been a very extensive project.

26. I accept the Claimant subjectively felt undermined by the closeness of Mrs Cole and Ms Jenkins' relationship, but I do not accept that this was an objectively reasonable response. The work done by the pair was limited in scope, done largely in Ms Jenkins' own time and with the Claimant's knowledge. Bearing in mind the function and purpose of the Trust I find it was reasonably within the scope of Mrs Cole as a Trustee to explore further projects and to involve Ms Jenkins as a staff member with particular knowledge of the project's subject matter.

The Penally meeting and subsequent e-mails

27. It is apparent that the relationship between the Claimant and Mrs Cole was strained from the beginning of Mrs Cole's involvement as a Trustee. It is apparent from her evidence that Mrs Cole intended to take a proactive role as a Trustee. In her evidence she said she quickly began to identify areas where she found the Trust's operation to be deficient, including the way, she says, in which the Claimant worked as Trust Manager.

28. This appears to have come to a head when the Claimant and Mrs Cole were parties to a disagreement at meeting in Penally on 31st October 2023 when Mrs Cole raised a number of issues of concern. The issues the Claimant says Mrs Cole raised include criticism of the Claimant's proposals to rebrand and criticism of the Trust's website. I find it was open to Mrs Cole in her role as a Trustee to raise concerns about these matters. Indeed, it is part of Mrs Cole's role as Trustee to actively scrutinize the way in which the charity is being run. The Claimant may have taken objection to the way in which Mrs Cole expressed these concerns, but she did not raise any formal complaint with Trustees at the time. I find, in light of email exchanges at the time, that both the Claimant and Mrs Cole were parties to a bad-tempered exchange with each other at the meeting in Penally.

29. Following the meeting, on 2nd February 2024, Mrs Cole wrote to the Trustees, the Claimant and Ms Jenkins in an email where she stated: [page 157] *"I am*

going to be blunt...I was not happy to learn that Christine had taken action to change social media sites before the rebranding proposal was tabled at our Penally meeting and before any discussion by Trustees had taken place..."

30. Mrs Cole reiterated her message on 8th February 2024: [page 162] *"...I stand by the record of the meetings held in Penally and our Board Meeting last Thursday – namely, that action was taken without prior discussion or approval of a proposal tabled at the Penally meeting..."*

31. On the same day, the Claimant responded: *"I am going to be blunt! I found your attitude towards me at Penally quite combatant and rude! And this seems to have carried on!...No changes to the social media accounts have been made beyond the ones detailed above and as these changes occurred prior to my appointment as a trustee, I do not see how you can accuse me of doing this without prior discussion! ...I will accept nothing less than an apology!"*

32. The Claimant tells me she had taken no action to change the Trust's name on its various social media accounts. I accept that, as it is consistent with the email she wrote on 8th February 2024 where she explained the work she had done thus far. However, I note that on 2nd February she was seeking to move matters on in terms of rebranding, and it is this email that Mrs Cole, it seems, is responding to.

33. I reject the Claimant's contention that Mrs Cole, on 2nd February, made a false accusation about the Claimant's work on rebranding. Mrs Cole expressed her concern that the Claimant was pushing ahead with a rebranding proposal prematurely. I find that the e-mail exchange was partly a misunderstanding, and partly an unpleasant exchange between two people who had taken a dislike to each other at the Penally meeting, but it did not amount to a false accusation.

Funding for the Claimant's post

34. The Claimant says Mrs Cole sought to undermine her role by continually requesting that the Claimant apply for funding for her post.

35. I have seen no written evidence in which Mrs Cole refers to the Claimant applying for funding for her post in a way which suggests that the Claimant's role might be at risk. Mrs Cole accepted in her evidence that in one meeting in Summer 2023 with Atherton Consultancy at The Pales Friends Meeting House, she had a general discussion with the prospective consultant about the way in which grant funding is changing and in particular the possibility of employing project managers within that grant funding. I accept Mrs Cole's oral evidence that she was simply discussing and exploring these matters at that meeting, and was in no way suggesting that the Claimant ought to make such applications in order to fund her role at the Trust. I therefore find that Mrs Cole did not suggest that the Claimant needed to apply for funding for her own role.

36. Mrs Cole resigned from the Trust on 28th February 2024.

The relationship between Ms Jenkins and the Claimant in 2024

37. Ms Jenkins' perception of the Claimant as her manager deteriorated further when a draft Business Plan, prepared by Mr Sumner and the Claimant, was circulated over Christmas in 2023. It referred to the possibility of Ms Jenkins' resigning if her hours were cut from three days per week to two and referred to the prospect of a newly appointed administrative officer. She took objection to this and raised her concerns with the Trustees. The sentences were eventually removed.

38. On 28th January 2024 the Claimant wrote to Mr Scourfield, Mr Sumner and Mr Nash [page 150] in response to Ms Jenkins objection to the contents of the Business Plan stating "*...the relationship between myself and Tanya has cooled significantly, over the last few months (driven in my opinion) by the relationship between Sue and Tanya with low level undermining of my position as her line manager...In honesty I cannot say I have managed this relationship over the last few months that well, choosing to retract and probably because I haven't really known how to deal with it, but I have no trust in Tanya, therefore a defensive mechanism has been my preferred choice. I have indicated to Neil that I no longer wish to be Tanya's line manager. This has now changed to, I am NOT willing to continue as her line manager, this is now unnegotiable, I am sorry but I cannot continue with this*"

39. The Claimant goes on to suggest a restructuring that would have Trust Manager downgraded to Trust Coordinator, with line management of the Trust Administrator transferring to the Treasurer.

40. It appears no formal action was taken on the contents of the Claimant's email but Mr Sumner said in evidence that he became more and more involved in the working relationship between the Claimant and Ms Jenkins. He was included automatically on the majority of their emails to and from each other from then onwards. Ms Jenkins was not informed that that would be the case.

41. I find that the email 28th January 2024 makes no formal request that the Trust investigates matters further. Insofar as the Claimant said she no longer wanted to line manage Ms Jenkins, that appears to have been addressed by the involvement of Mr Sumner from then on. Given the employee structure at the Trust, it was not possible for the Claimant and Ms Jenkins to have no involvement with each other at all and I find that the involvement of Mr Sumner in their working relationship thereafter was a positive action taken by the Respondent in response to the Claimant's email.

42. Mr Sumner undertook upon himself thereafter to try and repair the relationship. His attempts caused matters to disintegrate further, when on 13th March 2024 he had a meeting with Ms Jenkins and told her it was the Claimant's perception that the relationship had completely broken down, something which came as a surprise to Ms Jenkins and which caused her considerable upset, as Mr Sumner recounted in an e-mail to Trustees.

43. There is a difference in perception between the Claimant and Ms Jenkins as to the nature of their relationship between January 2024 and June 2024. The Claimant says Ms Jenkins withdrew all co-operation at this stage and that the relationship had completely broken down. Ms Jenkins says they retained a cordial working relationship and that it came as a surprise to her that the Claimant considered their relationship had broken down.

44. What is clear is that by this point Ms Jenkins was not attending the office, correspondence was largely done by email, and Ms Sumner was being included in the majority of email correspondence between them. Clearly, the relationship could not be described as friendly. However, the e-mails between them during this period, I find, demonstrate that the working relationship remained cordial and functional. For those reasons I do not accept that Ms Jenkins completely withdrew her support for the Claimant during this time.

Ms Jenkins' resignation

45. Matters came to a head on 13th June 2024 when Ms Jenkins was unable to complete some translation work by the deadline imposed by C. The Claimant emailed Ms Jenkins stating: [page 217] *"I cannot tell you how angry I was yesterday receiving your email (below) and in the knowledge that I had promised the artist that I would have the interpretation text in English and Welsh to her yesterday something I couldn't do because you hadn't done the work..."* She goes on to talk about the time and effort she had to expend getting the

project up and running. Almost every sentence in the e-mail finishes in an exclamation point. It is fair to say the e-mail might reasonably have been read by the employee reading it as being angry and indignant.

46. Ms Jenkins responded by tendering her resignation by email to the Claimant, cc'ing Mr Scourfield and Mr Sumner, citing: [page 214] “...*unreasonable expectations, criticism and harassment with very little thanks for anything I do...*”

47. Both Mr Scourfield and Mr Sumner contacted Ms Jenkins asking her to reconsider and on 17th June 2024 Ms Jenkins wrote to Mr Scourfield [page 225] “...*my conclusion remains the same. My resignation stands...*” She goes on to say she has not felt the Trust to be a safe working environment for some time and repeats that she was shocked the Claimant had said their relationship had completely broken down.

48. The Claimant says she considered Ms Jenkins' resignation email as defamatory towards her. On 21st June 2024 she wrote to Mr Scourfield stating [p.293] that the Trustees should have automatically treated the contents of Ms Jenkins' resignation email as a complaint against the Claimant. She said the Trust had a duty of care to investigate and substantiate Ms Jenkins' complaints.

49. On the same date, following receipt of the Claimant's email, Ms Scourfield resigned. He also wrote to the Claimant explaining that he had not been in touch

with her previously as he did not feel Ms Jenkins' email comprised a complaint. He said the Trustees would meet in the next few days during which the contents of the Claimant's email would be discussed. He reassured the Claimant that trustees were not 'taking sides' but that they had simply been unable to get everyone together for a meeting to discuss due process.

50. On 25th June, Mr Scourfield spoke to Ms Jenkins who confirmed that she did not want to raise a formal complaint in respect of the matters in her email.

51. On 26th June, Mr Jones called the Claimant to discuss matters. He reports the contents of that call to the Trustees in an email on 27th June: [page 278] *"She is doing ok, but is aggrieved about how the board have handled the issue of a resignation of Tanya and the manner that we dealt with it without having spoken or met with her to understand her position at the time it occurred and soon afterwards..."*

52. On 27th June, the Claimant raised a formal grievance stating that Ms Jenkins' resignation email by implication referred to her and was defamatory in nature, and that the Respondent should have investigated the comments made. She stated that the Trustees should have nominated a representative from the Board to discuss the matter with her and that the call from Mr Jones, coming 14 days after Ms Jenkins' resignation and 7 days after the Claimant requested the comments were investigated was too late.

53. On 8th July, a meeting was held to discuss the Claimant's grievance with her. Present were Mr Jones, Mr Nash as acting Chair, and the Claimant. The Claimant was given an opportunity to set out her position and an action plan was agreed, including that the Trust would formally advise Ms Jenkins a grievance had been made, and the Trust would adopt a grievance policy as soon as possible.

Lack of contact with the Claimant following Ms Jenkins' resignation

54. I find that the Claimant was used to having a close working relationship with the Trustees and in particular Mr Scourfield as her line manager. He accepted in his evidence that he had fairly frequent telephone communication with the Claimant over the years, up to three times per week during busy times.

55. Following Ms Jenkins' resignation, Mr Sumner called the Claimant informally but she did not hear from Mr Scourfield as her line manager. I accept the Claimant's contention that it was unusual, given the nature of their relationship, that neither Mr Scourfield nor any of the other Trustees called her informally at that time to discuss Ms Jenkins' resignation.

56. It is clear that from this point on there was a clear declaration of allegiances and relationships between the Trustees began to deteriorate, culminating in Mr Sumner's own resignation on 1st July 2024. It is clear that Mr Sumner had been a very committed and active member of the Trust throughout his working life there and felt aggrieved at the way Ms Jenkins resignation had been dealt with, as well as the way in which Trustees had responded to his concerns about the

Claimant. Mr Sumner's grievance with the Respondent is not for this Tribunal to consider.

57. On 11th July an emergency meeting was held to discuss the recent developments, of which there had been many significant ones, including the Claimant's grievance, Mr Scourfield's resignation, Mr Sumner's resignation, and Ms Jenkins' resignation. Mr Sumner's resignation left the Respondent without a Treasurer. Despite an initial offer by Mr Sumner to continue as a volunteer treasurer, on 11th July the Trustees decided to appoint David Glennister as Treasurer.

58. The Claimant was not invited to that meeting. Although the Claimant had generally been invited to attend meetings between Trustees throughout her working life this was a meeting specifically to discuss staffing issues and the consequent fallout.

59. The Claimant says she felt isolated by the decision not to accept Mr Sumner's offer to remain a volunteer Treasurer. When asked in evidence why she felt isolated, she said it was because Mr Sumner was the only other person with access to the relevant accounts and it left her with all the responsibility. I find that insofar as the work of the Treasurer is concerned, Mr Glennister could just as easily obtain access to the various accounts once appointed and there was nothing to suggest he would not do so. I do not accept therefore that the Claimant was left isolated in the way she described in her evidence.

The Claimant finds Ms Jenkins and Mrs Cole's e-mails

60. On 15th July 2024 the Claimant accessed Ms Jenkins' work email account, ostensibly to change the contact details with various utilities and bank accounts. That, I accept, is reasonable. In doing so, she says she found a number of emails between Ms Jenkins and Mrs Clarke which she found undermining, sent during Mrs Clarke's time as a trustee.

61. I find that the Claimant will have searched for these emails in order to find them, being as they are entirely unrelated to the question of utilities and bank accounts.

62. In an email to Trustees on 15th July she stated: [page 236] *"Having spent the last few hours scrolling through Tanya's Addoldai Cymru email account – my suspicions of being undermined by her and Sue Cole are there in black and white, in their exchanges, its quite hard reading for me. This whole affair has been so badly managed, it has rendered my position as Trust Manager as untenable. Therefore, it is with regret that I send this email, please take this as my resignation from my position as Trust Manager, as it is the 15th July and my contract states I need to give one months notice, this would be 15th August. I would be happy to work until the 30th August..."*

63. The Claimant says that with Mr Sumners dismissal – pausing there to note he was not dismissed – and the discovery of these emails, she felt isolated and had no choice but to resign. I find that in light of her e-mail on 15th July the

reason for her resignation was the contents of e-mails between a former Trustee and former colleague discovered intentionally by the Claimant.

THE LAW

64. Having made those findings of fact, I must apply them to the relevant law which I summarise as follows.

Constructive Dismissal

65. A constructive dismissal claim is a form of unfair dismissal. The Claimant must therefore firstly establish that she was dismissed. Section 95(1) Employment Rights Act 1996 provides:

“...an employee is dismissed by his employer if

...

(c) The employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer’s conduct”

66. Dismissal is a contractual concept. The Tribunal must be satisfied that the Respondent has acted in such a way that it amounts to a repudiatory breach of the employment contract. That is, there must be a breach that goes to the root of the contract and entitles the Claimant, as employee, to treat the contract as at an end and consider herself discharged from any further performance of the contract. It is not enough that the Respondent has simply acted unreasonably. The conduct must be sufficiently serious to entitle the Claimant to leave her employment.

67. I remind myself of the threshold formulated by the House of Lords in *Malik and Mahmud v BCCI* [1997] ICR 606: “...*The employer must not without reasonable and proper cause, conduct itself in a manner calculated [or] likely to destroy or seriously damage the relationship of trust and confidence between employer or employee.*”

68. The test is an objective one. All the circumstances must be considered, and it is a high threshold. The employer must be shown objectively by its behaviour to be abandoning and altogether refusing to perform the contract, and the burden is on the Claimant to prove that the Respondent had no reasonable and proper cause for its conduct.

69. There is a second constituent part, that the Claimant must make up his or her mind soon after the conduct of which they complain. If they continue to work for any length of time without leaving, they will lose their right to treat themselves as discharged.

70. In my analysis I approach it as follows:

71.1. What is the conduct or failure to act on the part of the employer which is said to breach the implied term? These are identified by the Claimant in the agreed list of issues.

71.2. Was there reasonable and proper cause for that conduct or inaction?

71.3. If not, when viewed objectively was that conduct which was calculated or likely to destroy or seriously damage the trust and confidence?

71. The Claimant relies on a series of events. She identified during the hearing the two 'last straw' events as the discovery of emails between Mrs Cole and Ms Jenkins and the dismissal of Mr Sumner as volunteer treasurer leaving her isolated and vulnerable. The last straw can be an event which does not, in itself, amount to a repudiation of the contract, but does when considered cumulatively with a series of preceding events. *Kaur v Leeds Teaching Hospitals NHS Trust* [2018] EWCA Civ 978 confirms that an employee can rely on earlier conduct by the employer even if he affirmed the contract after those earlier matters, as long as the last straw adds something new and effectively revives those earlier concerns.

ANALYSIS AND CONCLUSIONS

72. In reaching my conclusions I make it clear at the outset that on the evidence before me there is no question of the Respondent having behaved in a way that was 'calculated' to destroy or seriously damage the relationship of trust and confidence between it and the Claimant, and I am proceeding to analyse my findings of fact on the basis of whether the Respondent's conduct was 'likely' to destroy or seriously damage the relationship of trust and confidence between it and the Claimant.

73. Applying my findings of fact to the law I reach the following conclusions on the conduct relied upon by the Claimant with reference to the list of issues.

1.1. Undermining the Claimant's position as Trust Manager by the Claimant's colleagues by:

1.1.1. Sue Cole and Tanya Jenkins working on a project together that was not in the trust action plan.

74. I accept that the Claimant might have felt undermined. Applying the objective test however, I am not satisfied that this was likely to seriously damage the relationship of trust and confidence between the Claimant and the Respondent.

75. Mrs Cole and Ms Jenkins were working together on a project of particular interest to them, at its very early conception stages, and largely in Ms Jenkins' own time. There is no evidence of the Claimant raising an objection to this at the time, and viewed objectively in the context of the Trust's work as a whole this was well within Mrs Cole's role as a Trustee. Ms Jenkins' work on the project was done with the Claimant's knowledge, and the work was done before the Trustees agreed not to proceed with any further Caebach project for 2 years. I find there was therefore a reasonable and proper cause for their actions.

76. Even if that were not the case, I find that in the context of the Respondent's core mission and the way in which it operated, a Trustee and staff member

working on a project that particularly interested them largely in their own time was not conduct likely to destroy or seriously damage the relationship of trust and confidence between the Claimant and Respondent.

1.2.1.2. Sue Cole's false accusations about the Claimant's work on rebranding the Trust.

77. I have found that Mrs Cole did not make false accusations. There was a misunderstanding and a bad-tempered exchange of emails between both the Claimant and Mrs Cole. Mrs Cole had a reasonable and proper cause for her concern because the Claimant did appear to be pushing ahead with rebranding ideas, albeit she might have expressed her concern in a less abrasive manner.

78. Viewed objectively, this was not an action that was likely to seriously damage the relationship of trust and confidence between the Claimant and the Respondent.

1.1.3. Sue Cole making requests that the Claimant apply for funding for her post, contrary to the Claimant's contract of employment.

79. I have found that Mrs Cole did not continually request that the Claimant apply for funding for her post. I find that Mrs Cole's interest in grant funding was again, legitimate in her role as a Trustee and was not an effort to suggest that the

Claimant's role was at risk. She therefore had reasonable and proper cause for her actions. In any event, exploring grant funding is not conduct likely to destroy the relationship of trust and confidence between the Claimant and Respondent.

80. In any event, by February 2024 Mrs Cole herself had resigned. The Claimant continued working at the Trust. Her conduct in doing so showed that she intended her contract of her employment to continue and I find that any breach that might have occurred by Mrs Cole's conduct was affirmed by the Claimant by her continuing to work.

1.1.4. Tanya Jenkins' withdrawal of support for and co-operation with the Claimant.

81. I have already found that Ms Jenkins did not withdraw her co-operation with or support for the Claimant. Their working relationship remained functional and cordial until the events that led to Ms Jenkins' resignation. For those reasons I cannot accept that Ms Jenkins withdrew her support for or co-operation with the Claimant, and certainly not to the extent that would lead me to find that the Respondent's response to the relationship to the two was conduct likely to destroy the relationship of trust and confidence between it and the Claimant.

1.1.5. Dismissing Neil Sumner as volunteer treasurer, leaving the Claimant isolated and vulnerable.

82. I find that it was reasonable, given the tone of the communication from Mr Sumner during this period and the circumstances in which he had resigned, for the Trust to choose to appoint Mr Glennister as the Treasurer. Trustees have a fiduciary duty to act in the best interests of the Trust and I have seen no evidence to suggest that they took this decision in nothing but good faith. There was no obligation on the Trustees, I find, to accept Mr Sumner's offer to remain as volunteer treasurer, particularly given the circumstances of his resignation.

83. The decision was unrelated to the Claimant and her employment. Insofar as the Claimant says the connection to her is that she was left isolated because she was now the only one with access to the relevant financial accounts, this is not correct because another Treasurer was appointed who could assist her with the various accounts. I therefore find the Respondent had reasonable and proper cause for its conduct and further, this was not conduct likely to destroy or seriously damage the relationship of trust and confidence between the Claimant and the Respondent. For these reasons I further do not accept that Mr Sumner's voluntary resignation and the Board of Trustees' subsequent decision not to accept his offer to remain as a volunteer Trustee was a 'last straw' event that entitled the Claimant to revive all her earlier concerns and treat her contract as at an end.

1.2.1.6. Inflammatory emails between Sue Cole, Tanya Jenkins and Rob Scourfield discovered by the Claimant

84. I have already found that the discovery of the emails was not unintended by the Claimant. I accept that the contents of some of those emails were unpleasant for the Claimant to read. Nevertheless, by the time the Claimant had read them, both protagonists of those emails had resigned themselves and were no longer involved with the work of the Trust. The contents of those emails cannot therefore be said to amount to conduct on the part of the Respondent likely to destroy the relationship of trust and confidence between the Claimant and Respondent and entitling the Claimant to treat the employment contract as at an end.

1.2.1.7. Removing the Claimant from all meetings from 13th June without explanation.

85. I have seen no evidence of meetings between 13th June and the Claimant's resignation other than the 8th July meeting with the Claimant to discuss her grievance, and the 11th July emergency meeting of Trustees. I find that the Respondent had reasonable and proper cause for excluding the Claimant from that meeting, given that it was held to discuss the recent resignations and the meeting that had been held with the Claimant on 8th July about her grievance. It was not appropriate for the Claimant to attend. In any event, failing to invite the Claimant to a meeting specifically about a grievance she had raised is not, I find, conduct likely to destroy the relationship of trust and confidence between the Claimant and Respondent.

1.1.2. Undermining the Claimant's position as Trust Manager by the Claimant's line manager Rob Scourfield by:

1.1.2.1 Failing to take action on the Claimant's request to change the line management of Tanya Jenkins on 28th January.

86. I have already found that in response to the concerns raised in the Claimant's email of 28th January Mr Sumner, who was already familiar with the situation, took it upon himself to oversee the communication between the parties and, in March 2024, to discuss the issues with Ms Jenkins, the contents of which discussion he reported back to the Trustees. It was reasonable, I find, for the Trust to consider that suitable and proportionate steps had been taken at that stage to address the Claimant's concerns.

87. I do not therefore accept that the Respondent had failed to take action on the concerns outlined by the Claimant in her email of 28th January and I accept that the action taken in response to the Claimant's email was reasonable, having regard to the size and administrative resources of the Respondent's Board of Trustees.

1.2.2.2. Withdrawing all communication with the Claimant from 13th June.

88. I find that it was reasonable, given the nature of their relationship throughout her employment with the Respondent, for the Claimant to expect some informal contact from Mr Scourfield following Ms Jenkins' resignation, not only because

of the content of Ms Jenkins' resignation e-mail but also because it left the Claimant as the sole employee of the Trust.

89. I find that as a matter of courtesy it would have been reasonable for a member of the Trust to have called the Claimant on, or soon after, receiving Ms Jenkins' email. This was a small working environment of two and clearly the resignation of one member of staff is likely to have a significant impact on the other, no matter the circumstances.

90. I accept that the Claimant was understandably aggrieved by the lack of contact during this time. However, viewed objectively and in isolation, I am not satisfied that this failure reaches the threshold of conduct likely to destroy or seriously damage the relationship of trust and confidence between the Claimant and Respondent. Given the size and administrative resources of the Respondent and its volunteer Trustees, it is understandable that Mr Scourfield chose to focus his efforts during this time on Ms Jenkins.

91. I also find that it was reasonable for the Trust, as a small organisation where the majority of Trustees were operating on an arms length basis and without the benefit of HR advice, to take some time on receipt of that email to consider the appropriate next steps. I deal with the steps taken in the next issue below.

92. I also find that it was reasonable for the Respondent not to consider Ms Jenkins' email a complaint and to seek to investigate it. It was not a complaint, and Ms Jenkins made clear she did not want it investigated. It was addressed not only

to the Claimant but to Mr Scourfield and Mr Sumner and it did not make any specific allegations about the Claimant.

1.2.3. Lack of grievance procedure:

1.2.3.1. Failure by the Claimant's line manager to understand the Claimant's concerns about Tanya Jenkins' allegations about the Claimant when she resigned.

93. I do not consider that the absence of a formal grievance procedure, in a small charitable organisation without a Human Resources department and operating with only two employees and volunteer Trustees is an action or conduct likely to destroy or seriously damage the relationship of trust and confidence between the Claimant and Respondent.

94. I am satisfied, having regard to the size and resources of the Respondent, that it was reasonable that it did not have a formal grievance procedure in place. I am also satisfied, having regard to its size and resources but also to the context in which all this was taking place – namely, a number of significant resignations over a brief period of time when Trustees had largely been left in the dark about staffing issues - that it dealt with the Claimant's grievance appropriately. A meeting was held, admittedly not within 5 days but at the earliest possible opportunity given Trustees' professional commitments, to discuss the grievance with the Claimant and appropriate action points agreed.

95. I find that the Respondent carried out a reasonable investigation on receiving the Claimant's grievance, by meeting with her to discuss the matter and asking Ms Jenkins if she wished to discuss her comments. In the circumstances, I find that there were no further steps the Respondent could have taken to investigate Ms Jenkins' statement. I find there was no unreasonable delay between the Claimant raising her grievance on 27th June and the grievance meeting on 8th July, in the context of a volunteer-run charitable trust and the obvious difficulty of arranging an emergency meeting at a time suitable to all involved.

96. In the circumstances I find there were no further appropriate steps the Respondent could have taken to investigate the grievance, as it could not force Ms Jenkins as former employee to attend a meeting. As such there was reasonable and proper cause for the Respondent's conduct and, in any event, it was not conduct likely to destroy or seriously damage the relationship of trust and confidence between the Claimant and Respondent.

1.2.3.2. Failing to fully investigate the Claimant's concern prior to the grievance meeting of 8th July.

97. I have found that the Respondent took appropriate action within a reasonable timeframe to understand the Claimant's concerns once she made them clear. There was no action or conduct likely to destroy the relationship of trust and confidence.

98. I find that it was reasonable for the Respondent not to seek to substantiate or investigate Ms Jenkins' comments in her resignation email. Ms Jenkins had made it clear she did not wish to pursue a formal complaint. Her resignation email did not specifically refer to the Claimant. There was no automatic duty on the Respondent to seek to investigate whether or not comments made by an employee who had made their intention to resign entirely clear were factually correct. Ms Jenkins resignation was borne out of her own feelings about her working situation, and it is understandable that she did not wish to seek to enter into a lengthy investigation of the matter.

99. As I have already found, the Respondent conducted a reasonable investigation into the Claimant's grievance as soon as she made it. There was no obligation on the Respondent to conduct an investigation of its own volition simply from receiving Ms Jenkins email, particularly once Ms Jenkins had made it clear she did not wish to pursue a complaint.

Conclusion

100. Having made those findings on the individual actions of the Respondent that the Claimant identifies in her list of issues, I have taken a step back and considered the totality of the Respondent's actions to consider whether these instances, whilst not individually likely to seriously damage the relationship of trust and confidence between the Claimant and Respondent, cumulatively did

so. I am satisfied that they do not. Clearly there was a significant amount of interpersonal discontent across all levels of the Trust at the time, and the Claimant I accept genuinely felt undermined, but that is not the test I have to consider.

101. Having regard to all the circumstances including the nature of the Respondent's business, its size and resources as well as the volunteer nature of its Trustees I am satisfied that at all times the Trust had reasonable and proper cause for its conduct in its dealings with the Claimant and did not conduct itself in a way likely to destroy the relationship of trust and confidence between it and her.

102. For all these reasons I am satisfied that there was no fundamental breach of contract entitling the Claimant to treat the employment contract as at an end and the claim is therefore dismissed.

Employment Judge A Williams

Authorised for issue on:

23rd October 2025

Sent to the parties on:

29 October 2025

For the Tribunal Office:

Kacey O'Brien

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