



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs S McLoughlin  
**Respondent:** The Dash Charity

**Heard at:** Reading Employment Tribunal by CVP  
**On:** 14 October 2025  
**Before:** Employment Judge Gumbiti-Zimuto

## Representation

**Claimant:** In person  
**Respondent:** Mr Gareth Graham, counsel

# JUDGMENT

1. The claimant's application for interim relief is refused.

# REASONS

1. I am afraid that I have decided that I cannot make an order for interim relief in this case.
2. The application for interim relief has to be straight away, or more accurately within seven days of dismissal, and then the application has to be listed as soon as possible. This happens before there has really been a deep dive into all the background facts and evidence in the case. However, I am required to make a decision based on the information that is available to me, and on the parties submissions.
3. Although, rather unusually in this case, the parties have been able to produce a significant amount of documentation and there is an unusually large amount of evidence dealing with near contemporaneous matters which will all be the subject of detailed scrutiny and consideration by the tribunal that hears the case. I do not here set out detailed findings of fact. Today I am not deciding whether the claim should succeed or fail but whether applying the provisions that are contained in section 128 and 129 of the Employment Rights Act 1996 I should make an order for interim relief in the claimant's favour. So, rather than sets out detailed findings of fact, or proposed findings of fact, I am just going to tell the parties what my reasoning is in making my decision, which I believe is what is required when there is an application made for interim relief.

4. Section 128 of the Employment Rights Act 1996 provides that an employee who presents a complaint to an employment tribunal that she has been unfairly dismissed, and that the reason, (or if more than one the principal reason) for dismissal is one of those in various specified provisions, including as relevant in this case in section 103A of the Employment Rights Act 1996, then the employee may apply for interim relief.
5. Section 129 sets out the procedure that applies on the hearing of an application for interim relief. What that says is that, where on hearing an employee's application for interim relief "*it appears to the tribunal that it is likely that on determining the complaint to which the application relates, the tribunal will find that the reason, (or if more than one the principal reason) for the dismissal is*" as relevant in this case that specified in section 103A.
6. The significant and important word here is the word "likely" and the test contained in section 129, is that it appear to the tribunal that it is "likely" that the tribunal will find that the reason for dismissal was that specified in section 103A. Is it likely that the claimant will succeed on the basis of the claim under section 103A?
7. The word "likely" suggests or implies a high threshold. That is higher than simply the balance of probabilities. The logic for that is because the point at which one is making an application for interim relief is at the beginning of the process for presenting a claim. The consequences of granting the application last to the end of the case and, if the order is made and the claim is ultimately unsuccessful, it makes no difference to the employee because there is no restitution due to the employer. So, it makes complete sense for there to be a high threshold.
8. The case of Ministry of Justice v Sarfraz pointed out that the test is one that is significantly higher degree of likelihood than just more than likely than not which is the burden of proof that you would normally use in determining a case at final hearing.
9. I had the opportunity of not only reading through the claim form and the response form and the grounds of resistance, as they have been presented to me. I have also been provided with a significant number of documents, WhatsApp messages, some minutes of meetings and email correspondence, all of which was largely generated contemporaneously and that has helped me form a view as to the nature and scope of the dispute between the parties.
10. What I have tried to assess is the question of whether the claimant would be able to show all the things that she needs to show in order to succeed in this case, and the question today is whether I am satisfied that it is likely that the claimant will be able to show all those things at the final hearing.
11. I am satisfied that the claimant will be able to show that she made disclosures. It seems to me that there is no real dispute between the parties. It seems to me also that, on reading through the correspondence, the way that the respondent's reacted and treated the matters, that the claimant clearly believed that it tended to show at least one of the matters that specified in section 43B(1) of the Employment Rights Act 1996.
12. It is also necessary for the claimant's belief to be a reasonable belief. I am satisfied again from looking at the nature of the matters raised by the claimant,

the way that the respondent's reacted towards them, and the actions that were taken at the time, that it was reasonable for the claimant to have that belief. I do not think that any of these matters are really necessarily contested seriously by the respondent, subject to one feature of the case.

13. The disclosures that the claimant makes also have to be made in the public interest. Now, this is where the claimant and the respondent, it seems to me, part company, because there is a dispute between the parties as to whether the claimant will be able to show that the disclosure was in the public interest. I am satisfied that she will be able to show that.
14. We are concerned here in this case about the allocation of charitable funds and possible misuse of such funds. Investigation into such matters is, in my view, is a matter that is eminently in the public interest. There is some suggestion that is made by the respondents that the claimant was making the allegations against the finance officer in retaliation for a grievance that had been made against the claimant. Notwithstanding that may or may not have been the case, I am not satisfied that whatever conclusion we come to in respect of that point, that it means that it was not in the public interest. It seems to me that the mere fact that the claimant may have had her own private or selfish agenda does not necessarily mean that the matters raised by the claimant were not in the public interest. The fact that something might also be in the claimant's own selfish interests seems to me does not mean that it is not in the public interest but that is an area of contention and is one where the tribunal will have to make findings of fact and reach conclusions.
15. Where I think the claimant's case for interim relief fails is when one considers that the claimant has to show that the respondent committed a repudiatory breach of the claimant's contract of employment. In my view, that is not something that I am able to conclude is likely to be shown. That is not saying that the claimant will not succeed ultimately, what I am saying is that, at the moment, based on information before me, I cannot conclude that it is likely that she will prove that.
16. My reason for that is because when one looks at the matters in dispute between the parties here, there is, as far as I can discern things, a perfectly credible argument that could be made along the lines of, well, the claimant is almost certainly right about everything but it does not follow that that would lead to the necessary conclusion that there was a repudiatory breach of contract by the respondent. When one actually looks at the positions put forward by the parties, there is an artificial similarity between what was going on and it seems to me that, actually, when one starts to analyse the emails, the WhatsApp messages and the context in which things had been said, that there is a chasm between the claimant and the respondent as to what, in fact, was happening. Was this a legitimate exercise attempting to get to the bottom of some serious allegations that were raised or was this an improper attempt by a particular trustee to retain control so that they are able to influence the narrative which comes out of the investigation.
17. Now, usually, in an interim review application, there is not that much to go on. That always makes those sorts of applications difficult. Unusually, in this case, there is quite a lot of evidence around the events at the time that are said to amount to a breach of contract, and it seems clear to me that, in order to

determine the case in favour of the claimant, what is required here is more than just a simple determination of what was said or what was written, but an analysis of the context in which the things were said and written, and the intentions behind them. All of which will be relevant in deciding whether they should bear a simple interpretation as put forward by the respondent which has a benign interpretation or they should be given a more careful and considered and “inappropriate” construction resulting in the construction of a repudiatory breach of contract by the respondent.

18. That is not the sort of case where an application for interim relief can realistically succeed. For there to be a successful application for interim relief it has to be shown that one conclusion is more likely than the other and that has to be in favour of the claimant. I cannot reach that conclusion on the basis of the information that is before me.
19. As I said, in my view, there is a possible interpretation of events which assumes that the claimant’s version of events is more or less correct in most particulars which still results in a conclusion that there was not a serious breach of contract by the respondent.
20. I am satisfied that the claimant will be able to show that she resigned in response to a repudiatory breach and it seems to me that that is something that will inevitably be the case if there was a repudiatory breach. But the difficulty with that, in support of the claimant’s application today, is that I am not necessarily satisfied that there was a repudiatory breach.
21. The claimant would also need to show that the dismissal was because of the protected disclosure. Whether that is established or not seems to me is really a matter that emerges from a consideration of all the points that I have been addressing and, in particular, the conclusion as to whether or not there was a repudiatory breach.
22. So, for all those reasons I am afraid I am not satisfied the claimant has been able to show that it is likely that she will succeed and, therefore, I am afraid it is not appropriate for me to make an award for interim relief in her case today.
23. The application for interim relief is not one that says that says that the claimant will succeed or fail, it is merely one that requires your employment contract to continue until the conclusion of the case. The claimant may still, in any event, succeed in her claim or she may fail, but I am afraid it would not be right for me to make the interim relief award today.

Approved by:

Employment Judge Gumbiti-Zimuto  
8 December 2025

SENT TO THE PARTIES ON

27 January 2026

## Notes

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. If written reasons are provided they will be placed online.

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.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

[www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/](http://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/)