



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 8001674/2024

Held in Aberdeen on 11 & 12 August, 30 September & 28 November 2025

Employment Judge J M Hendry

Mr David Michael Low

**Claimant
In Person**

Ultra Catering Limited

**Respondent
Represented by
Mr A S Khaira**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

- 1. The claim succeeds and the Tribunal finds that the claimant was unfairly dismissed from his employment with the respondent company for making protected disclosures.**
- 2. The Tribunal awards the claimant a monetary award amounting to Eleven Thousand Two Hundred and Seventy Pounds and Fourteen Pence (£11,270.14) which award will be paid to the claimant by the respondent company.**

REASONS

1. The claimant in his ET1 sought findings that he had been unfairly dismissed from his employment because of whistleblowing disclosures he had made. The respondent in their ET3 did not address the issue of unfair dismissal directly. Their position was that they were entitled to move the claimant to another branch and he had refused to go. They said that the whistleblowing was part of a campaign by the claimant to get rid of the Manager in their King Street store in Aberdeen and were 'baseless'.
2. The case proceeded to a case management hearing on the 10 December 2024. Following that hearing the claimant prepared Better and Further Particulars giving further details of the alleged disclosures. A further case management hearing took place in March but unfortunately the respondent did not appear nor were they represented and a final hearing was arranged to take place in August. A Joint Bundle of Documents was lodged and in addition a separate Bundle (1- 77) by the claimant.

Facts

3. The claimant was given a statement of terms and conditions of employment by Ultra Catering Ltd on 1 June 2023. He was employed as an "in store". This meant that he would help in the store (shop) with various duties but principally putting together pizzas and side orders. The duties for the tasks were all generally carefully set out and had to be performed in a regimented way and in accordance with rules set by Pizza Hut. The King Street store was a branded "Pizza Hut". It was a franchise ("Hut 642"). His initial rate of pay was £7.49. The rate of pay changed throughout his employment as he gained experience and was promoted to shift manager and then to Assistant Store Manager. By May 2024 it had risen to £12.70. He worked long hours averaging 37 hours per week.
4. The terms (JB1, p1) provided that his location was the King Street store but that he "may reasonably be required to work in other Delivery stores as required by us either temporarily or permanently".
5. The respondent company owns a number of franchised fast food outlets. They have two Pizza Hut shops in Aberdeen (one in King Street and one in Bridge of Don) and other outlets in the central belt including Dunfermline. The two owners and Directors are Mr A S Khaira with whom the claimant had most of his dealings and his brother. They appoint Managers for the outlets and then liaise and manage these managers through a management WhatsApp Group where they get regular daily updates from each store. They have a

substantial turnover. They do not have an HR department or human resources professional working for them. The two Directors have built up the business and are knowledgeable and experienced in the fast food industry.

6. The claimant during his initial period with the respondent attended Robert Gordon's University as an undergraduate in Architecture. He hoped to pay his way through University by working for the respondent company and not to incur student loans. He would attend University generally during the day and work most evenings. In practice he could work almost as many hours as he wanted to. He lived close to the store.
7. The claimant is hard working and well organised. He quickly picked up the duties. He was given no initial formal training. He was later given formal training in March/April 2024. This training was to qualify him as a Store Manager for Pizza Hut. The training took him through all the duties and responsibilities he had as manager and the responsibilities of other staff from In Store employee to Assistant Manager. The training emphasised and highlighted the importance of food safety. This training and his experiences at the time working in the shop caused the claimant to question some of the practices that he had seen earlier in his employment.
8. There were two important WhatsApp group chats that operated at the store in King Street. The first was the group chat involving the store employees. This was used to convey information to arrange cover on rotas and so forth. There was also a group chat for managers to which the two Directors had access. The claimant mainly dealt with Mr A S Khaira who was a Director and shareholder.
9. By 21 April 2024 the claimant had completed his RTM training (JB15, p.34).
10. The raw products were supplied by Pizza Hut and there was a detailed system required by them to be operated by Franchisees for storage of the products, handling and preparation of Pizzas and other meals and drinks. The system in place at the store had to operate efficiently and with little waste as the amount of ingredients such a dough or cheese supplied was carefully measured and had to make a certain number of Pizzas.
11. The premises were often short staffed and the claimant was willing to work long hours on the rota. There was also a regular "churn" of staff and the respondent company was grateful to the claimant for stepping up to more supervisory/management posts which he was willing to do.

12. Staff had access to an App called "Hut Bot" developed by Pizza Hut. This required staff to check the temperature of fridge freezers and the work table provided by Pizza Hut on which Pizzas would be made. The information had to be input throughout the shift into the system.
13. Pizza Hut would periodically inspect the store (including unannounced visits) and complete an assessment known as "ACE" whereby the store would be scored against various set measures including the management of the Hut Bot system. The aim of the prescriptive standards imposed by the Franchisor was to ensure brand quality but also food safety of the products being cooked and supplied. The claimant was aware that actual temperature readings were not being taken and Hut Bot filled in with inaccurate information.
14. The claimant would keep both the store manager who was called Noman advised of what was happening in the shop and also the Directors particularly Mr A Kheira (JB15, p.35). The claimant would repeatedly remind staff including the Manager that Hut Bot had to be completed regularly during the day but no longer a period of four hours between inspection (JB15, p.36).
15. The system would produce a dashboard score card of the completion of these tasks. From 22 April 2024 to 24 April 2024 70.8% were recorded on time (JB15, p.40).
16. The claimant regularly raised issues about the way the store was being managed with the Directors. He texted Mr A Kheira on 26 April: "*You'll see my message in the ANgc. Basic rules not followed.*" By this he meant hygiene rules. The claimant felt that the store was disorganised and new staff were not being trained properly. He had noted that there were a number of new employees who had been taken on but who had not received training from the manager called Noman. As a consequence of these matters the claimant felt unsupported. He did not believe that the Manager was competent and nothing seemed to change after he complained about issues over some months to Mr Kheira. In addition, he was also anxious that he might become liable in some way for some of the poor practices he was observing if they led to food poisoning.
17. On 29 April he said that he was going to step down as Assistant Manager. He emailed Mr Kheira (see Tab 15, p.44):

"I think I will step down to shift manager until I see what your plan is. I cannot be held responsible for us failing Ace. Until a change comes this is unfortunately what will happen. The complete lack of organisation doesn't help including getting a rota the day before it starts which is against people's

availability, food ordering not ordering what's required and just generally being treated like crap. i.e. having to come and drop a key just after being at the store for counting and being called constantly morning, day and night. I feel this is the only option unless I'm told otherwise.

Also please look at the Hut Bot analysis. All of the weight and mists are Noman's bar two. Those two were the weights right at the start of the week where I forgot about doing Nora's Hut Bot."

18. The respondent's Directors were aware of the issues around the input of information into the Hut Bot App.

19. On 17 April there was an exchange on the Whats App group with one of the Directors (JB15, p.123) in relation to a failure to input information. The claimant seeing the exchange texted that until the shift manager had formally signed off the system it would not work. This was needed to complete that day's return of information. The claimant explained that the Hut Bot requirements were being achieved at 34%. This was a poor performance.

20. On 21 April the claimant was asked to show Noman the report. The claimant posted the report (p.139) he wrote:-

"Paul, the Hut Bot target is 100%, this is achieved by 95% plus of other stores nationwide each week. The highest we have achieved over the last three weeks is 39%, other weeks were 37% and 36%. Nora I know yours isn't working as you aren't signed off so I will do yours remotely this week like I did previously. The rest of the shift managers we are one-third of the way there. Let's keep pushing in order to achieve somewhere over 90% this week, 100% next week. Keep going all, it will be easy when we do it every week."

21. On 25 April the claimant texted Noman on the manager's work chat App:

"I need you to answer for me the following plea as a matter of safety. And I'm putting here as these are really basic things and I cannot comprehend how you think they're ok.

 1. *Areeb was burnt today and no first aid was administered, not even told to put it under cold water, let alone burn gel and a bandage as is the procedure.*
 2. *There was no SM (store manager) in the shop only an In Store left alone.*
 3. *You have asked people to complete some cleaning tasks without giving proper training on the chemicals. For non-safety points.*
 4. *Why is Geetika coming in to do paperwork only? This is completely unacceptable and unethical.*
 5. *Has a plan been made for the shortage of large boxes and rollos? What about ham?*
 6. *Looking at stock variants there is around £700 lost last week! I will double check my inputs to make sure they marry up with the counted amounts*

put drinks taken as high, dough usage at 129%, chicken overtopped by £80, bacon £60 and cheese usages under 3% this means with the dough overuse that pizzas are under topped with cheese. I haven't seen cheese cups used the five times I've been in yet. Please answer each point clearly as I cannot understand why this is happening with such an experienced individual."

22. On one occasion the claimant felt obliged to update Hut Bot remotely whilst attending University and without carrying out the actual required visual checks.
23. The claimant was periodically called to attend the shop late at night to help close it as the Manager had not made arrangements for other staff on to close it.
24. The claimant became increasingly frustrated by the way the shop was being managed by the Manager. He told the Directors that he had shouted at Noman because stock had been stored on the floor (against good practice) and that cheese and chilli had been moved "non compliantly". He apologised for this outburst.
25. Staff are entitled to a free meal after 6 hours work. In April the claimant became ill after eating some food in the store. The claimant believed that he had food poisoning which had been caused by this meal. He also became aware that another food poisoning case had been intimated to the company (JB15, p.171). At or about this time on a couple of occasions customers had telephoned indicating that they'd felt unwell after eating the meals supplied. The claimant dealt with these matters informally offering them compensatory free meals.
26. Towards the end of April the claimant was training another member of staff called Abdul in the correct processes.
27. In the shop there was an electric machine to kill flies. It required to be kept on 24 hours a day. It broke and the claimant fixed it himself rather than wait for the Manager to arrange a repair (JB15, p.186).
28. On 19 May the claimant noted a report from Vidas, an employee, who had been on shift the previous day. A series of difficulties had apparently arisen when the manager Noman had been in charge (p.236) this included defrosted products not being dated. Cheese wedges (triangles) had expired on 15 May and had not been thrown out. He also noted that an open bag of pork had been left under the preparation table overnight instead of being refrigerated.

His text about these issues was seen by the Directors. The claimant commented:

"...and the rest. Hours incorrect, out of date salads, onions, tomatoes, mushrooms and peppers. Lack of tags on stacks. Out of date jalapenos. Make table wasn't cleaned."

29. On 21 December the claimant noted that out of date stock had been found in the fridge and reminded staff that old stock had to be used first and any out of date stock thrown out.
30. On 24 January the claimant noted a post from Noman about chicken strips which had no date: *"No date on it. Very soft and look old."* The claimant responded: *"If in doubt, chuck it out."*
31. The claimant also noted repeatedly that fire training had not been given to new starts (JB p.241).
32. On 12 February 2024 he noted the month had not been put on dated food (JB p.242).
33. By April/May 2024 the claimant noted that a number of staff had not been given training in food handling.
34. Macaroni cheese which was supplied to the store had to be defrosted and then used within 2 days. The claimant believed that it was often being used beyond this time to save it being thrown away. The claimant had occasionally redated macaroni cheese to allow it to be used out of time as had other staff.
35. The claimant at this time also became concerned at the temperature food was being given to the delivery drivers. It had to be very hot to ensure it was still hot when delivered. He posted a weekly report for the 15 April 2024 which concerned him (JB p.267). He noted:

"Complaints last week (4 more than doubled that of the previous 3 weeks)

3. 2 issues of food accuracy, 1 cold food, 1 food presentation. Let's please try to avoid these by using BLAST. This will ensure that customers get a positive outcome and don't feel the need to complain. All in said provide positive feedback. Let's build on previous success.

Team."
36. On 28 April the claimant noted the Hub Report showing only 50% of entries were made on time by staff on duty.

37. On 17 May he noted that mac and cheese had been redated three times and was still available for use (JBp.310). He also noted that the fly machine had been switched off.
38. On 18 December the claimant noted Noman had defrosted meat but not dated it (JB p.341).
39. The claimant had reported a case of food poisoning to Pizza Hut in April 2024 which they acknowledged on the 1 May.

Disclosures 3 May to 18 May 2024

40. The claimant did not believe that the respondent company was taking his many complaints seriously. He was concerned that the issues he had identified which had not been addressed by them impacted on the safety of the food that was being supplied to the public. He decided that the appropriate people to alert to this state of affairs was the Franchiser, Pizza Hut who set the operational standards for the shop.
41. On the 3 May 2024 the claimant emailed the Franchise Manager at Pizza Hut called "Bola" (C15, p199) with information about what he had observed at work. He wrote:

"Hi Bola, I hope this message finds you well. Firstly, I'd appreciate it if you could investigate the following properly and this is a matter of customer safety. And I'd like to acknowledge on record that I am risking my job for the sake of the pizza hut name and customers. I work at hut 642 and procedures throughout the franchise and (are) quite frankly disgusting. Regularly we are told if we run out of a said item to defrost them on the oven. And we are advised to change the dates on the tags which is why we end up sides 4 or 5 days old which are 2 day items. I note there have been 3 cases of food poisoning from out store in the last 2 months. One called in and I was advised to hang up, the second was on Deliveroo of which I'm sure I could find an email if you would like, the third being a couple of days ago which you chased up by email. In addition to this. They are unwilling to pay for professional repairs etc so new lights, roofing, plumbing etc has not been completed by staff, without relevant safety procedures. The BoD (844 I think) store (Bridge of Don) does not have a working prover and so the manager has to use a plug in heater to prove the pans. In addition to this the doughs are stretched and left unsauced and often left overnight and used the following day/evening. Hopefully this is deemed serious enough to investigate as it is no surprise to me that people are getting ill when these processes are happening".

42. The email was acknowledged and the claimant confirmed the Franchise was “Ultra Catering”. The claimant was asked if the issues had been raised with the Franchisee and the claimant confirmed that he had. He said that he had regularly documented issues.
43. The claimant was instructed as follows: *“OK Please share what you have. Can I ask you to only follow Pizza Hut food safety procedures, what I mean by that is the practices you mention above be stopped immediately, i.e. defrosting in the oven, changing date tags and leaving dough unsauced and overnight. I appreciate you sharing this information”*.
44. The claimant gave further information to Bola until the 18 May. He highlighted that he believed that both a product called “BM Sausage” and “Macaroni cheese” had been defrosted and then redated.
45. As a consequence of the claimant contacting Pizza Hut there was an unannounced inspection on the 18 May and a report prepared (C9). Various issues were noted including the fact that 30% of required checks had been missed in relation to *“Operation checks, including Food Safety checklists and Hutbot”* The overall comment was *“A disappointing UNDERPERFORMING resultThis was derived from food temperature above 5°C and a high number of L.1 food safety deviations...”*
46. On the 19 May the claimant had a telephone conversation with Mr.A.S Khaira which he recorded. The claimant was told that his pay was going to be cut and he was going to be demoted from Shift Manager to an ‘in store’ employee. The claimant was accused of maliciously complaining to Pizza Hut and of sabotage. The claimant later prepared a transcript (C5). He was told that he should now work in Dunfermline. Mr Khaira was aware that this was impracticable for the claimant to do as he lived and was at work in Aberdeen. The claimant took this call and the request to work there as amounting to a dismissal. No further shifts were offered by the respondent company to the claimant.
47. The claimant attempted to obtain other part time work. He was unemployed from the 19 May 2024 until he began office work during the day on the 24 June 2024 with a company North Offshore where he worked full time office hours namely 40 hours per week until his University course recommenced on 16 September 2024. He earned £10.50 per hour and after the summer it was increased to £12 per hour. At that point he reduced his working hours with North Offshore two days per week which amounted to 16 hours per week. He also worked the winter break holidays for the company earning £364.96 net per week.

48. The claimant completed his course in February 2025 and began working full time with a local building company.

Witnesses

49. The claimant is a careful, methodical and highly organised individual who works long hours. He had a thorough grasp of the history and as such was a reliable witness. Some aspects of his evidence I approached cautiously particularly the "Damascene" revelation he appeared to have about food safety which coincided with his growing frustration with the owners of the business and the management of the shop by Noman. However, broadly he was a credible and reliable witness. He had a genuine belief that there were numerous health and safety issues that had to be raised. I would also mention that I accepted his evidence that he was intent on working to pay his way through University so as not to become indebted through student loans and this went some way to explaining the very long hours he worked.
50. The claimant called a student Daniel Grant as a witness. He had been employed at the shop as a delivery driver. He did not add much to the claimant's case but confirmed that the claimant was an efficient manager and that redating items was a practice he was aware of. He gave his evidence in a straightforward and credible manner.
51. Mr Khaira was an honest witness who I found at points generally credible but his literal distance from day-to-day events and the fact that he seemed to have little 'hands on' knowledge of the shop made his evidence less credible. If as he said the matters raised by the claimant were untrue and deliberate "sabotage" it is difficult to give much weight to this when comparing it to contemporaneous records of communications from the claimant to him and the other Director (and the apparent lack of reaction). The poor inspection carried out by the Franchiser was independent evidence that the claimant's concerns were reasonable and had a basis.

Submissions

52. Mr Low submitted that he had provided the Tribunal with considerable evidence supporting what he described as multiple health and safety issues. He had been concerned about the management of the premises in various aspects from training staff to the temperature that food was being delivered. He explained what he felt that he had no choice but to contact the Franchiser. He took the Tribunal through the evidence that it had and finally explaining

that he had finished his University Course and had started a new job with a large local building company.

53. Mr Khaira believed that the claimant had no right to contact Bola and had done so because of a vendetta against Noman. He was trying to damage the company. He had always thought that the claimant was a hard worker and efficient at his job but things had gone downhill after Noman was appointed. He believed that the allegations of incompetence were exaggerated and unfair. It was in his view a form of bullying. He doubted that the claimant would have had food poisoning and still worked the days that followed. He could find no records of these food poisoning cases. He believed that the claimant had made up the allegations.
54. Mr Khaira asked me to examine the evidence carefully and consider if the claimant had made the allegations for personal reasons.

Discussion and Decision

55. A 'qualifying disclosure' is defined in Section 43B of the Employment Rights Act 1996 (ERA) as "*any disclosure of information which, in the reasonable belief of the worker making the disclosure is made in the public interest and shows one of the matters listed in the section*". In this case events revolved around the operation of a fast food outlet. The claimant was concerned about the health and safety of customers namely the public. His principal concern was that the health and safety of members of the general public (and staff eating food while at work) was or was likely to be endangered (Section 43B (1)(d)) through the failure to adhere to good food practices which was in his view a failure by the respondent's management.
56. What is needed to amount to a Protected Disclosure is set out in this section of the ERA. The requirements were summarised by HHJ Auerbach in ***Williams v Michelle Brown*** EAT 2021 EA-2020-000432-JOJ:

"9. It is worth restating, as the authorities have done many times, that this definition breaks down into a number of elements. First, there must be a disclosure of information. Secondly, the worker must believe that the disclosure is made in the public interest. Thirdly, if the worker does hold such a belief, it must be reasonably held. Fourthly, the worker must believe that the disclosure tends to show one or more of the matters listed in subparagraphs (a) to (f). Fifthly, if the worker does hold such a belief, it must be reasonably held."
57. The first stage involves a consideration of whether there has been a disclosure of information. The correct approach to the disclosure of

information is set out in the decision of the Court of Appeal in **Kilraine v London Borough of Wandsworth** [2018] ICR 1850, in which Sales LJ held that the concept of “information” as used in section 43B(1) is capable of covering statements which might also be characterised as allegations. The authorities make clear that sometimes a statement which can be characterised as an allegation will also constitute “information” and amount to a qualifying disclosure within section 43B(1), but not every statement involving an allegation will do so. Whether a particular allegation amounts to a qualifying disclosure under section 43B(1) will depend on whether it falls within the language used in that provision.

58. Whether an identified statement or disclosure in any particular case does meet that standard will be a matter for evaluative judgment by a Tribunal in the light of all the facts of the case. It is a question which is likely to be closely aligned with the other requirement set out in section 43B(1), namely that the worker making the disclosure should have the reasonable belief that the information he discloses does tend to show one of the listed matters. As explained by Underhill LJ in **Chesterton Global Ltd v Nurmohamed** [2018] ICR 731, para 8, *“this has both a subjective and an objective element. If the worker subjectively believes that the information he discloses does tend to show one of the listed matters and the statement or disclosure he makes has a sufficient factual content and specificity such that it is capable of tending to show that listed matter, it is likely that his belief will be a reasonable belief.”*
59. In the case of **Twist DX v Armes** UKEAT/0030/20/JOJ (V) Linden J returned to the question of disclosures of information. He concluded that it is not necessary that a disclosure of information specifies the precise legal basis of the wrongdoing asserted. It has long been established that it is necessary to consider whether the employee holds the belief that the disclosure tends to show one of the relevant forms of wrongdoing and whether that belief is reasonable. This involves subjective and objective elements.
60. In **Chesterton Global Ltd v Nurmohamed** [2018] ICR 731 Underhill LJ indicated that both the objective and subjective elements, applies to the requirement that in the reasonable belief of the worker making the disclosure, it is made in the public interest.
61. Breaking down the disclosures made in the message to Bola on the 19 May 2024. These disclosures clearly impart information about the practices at the shop. The claimant says that they relate to the safety of customers. They can be summarised as follows:
- Defrosting items in the oven.

- Changing dates “on tags” (to allow out of date/time food to be used).
- Cases of food poisoning.
- Lack of essential repairs affecting health and safety
- No ‘prover’ for the dough.
- Dough left out overnight.

62. The later exchanges which took place until the 18 May with the claimant sending photographs and additional information.

Public Interest and Good faith

63. The respondent raised what in essence was the issue of whether the disclosures were made in ‘good faith’ suggesting that they were made as part of his campaign to undermine the manager and force the respondent to appoint the claimant as manager. This was not supported by the evidence. In any event the law does not assist the respondent company.

64. The requirement is that the worker must have a ‘reasonable belief’ that the disclosure is made in the public interest. The purpose of this amendment was to resolve the problem created by the case of **Parkins v Sodexho Ltd** [2002] IRLR 109 relating to the use of protected disclosure provisions in private employment disputes that did not engage the public interest. With the introduction of the public interest requirement, the obligation that the disclosure should be made in ‘good faith’ now only has a role in remedy.

65. The legislative change was explored by the EAT in the case of **Chesterton Global Ltd v Nurmohamed** [2015] IRLR 614. There the claimant had been dismissed after making disclosures about financial irregularities which had an effect on his earnings (and the earnings of 100 other employees). The employer argued that the disclosure concerned personal matters which used to be covered by **Parkins** and as a result did not satisfy the new public interest test. The EAT, however, upheld the Tribunal’s decision that the claimant had a reasonable belief that the disclosure was made in the public interest (notwithstanding the fact that he was primarily concerned with his own earnings). In short, the effect of the legislative amendment did not mean that there could not be any protection if personal interest was involved.

66. In the situation here there is an element of self-righteousness in that the claimant accepted that he had in the past breached what he now knows to be good food handling practices. I do not accept that this was prompted by some vendetta. Although the claimant appears to have little regard for Noman as a Manager and he would no doubt have preferred not to have had him as such

I accepted that this was really a small part of the overall picture and that the dominant reason behind the disclosures related to genuine public safety concerns rather than personal matters.

Disclosure to Third Party

67. Disclosures have to be made to the parties listed in Section 43F. The list was introduced into the Employment Rights Act 1996 by the Disclosure (Prescribed Persons) Order 2014 SI2014/2418. The disclosure in this case was external. Various conditions require to be satisfied before that qualifies as a Protected Disclosure.

68. The claimant argued that Section 43G(1) was engaged. The section is in these terms:

“43G Disclosure in other cases.

(1) A qualifying disclosure is made in accordance with this section if—

(a).

(b) the worker reasonably believes that the information disclosed, and any allegation contained in it, are substantially true,

(c) he does not make the disclosure for purposes of personal gain,

(d) any of the conditions in subsection (2) is met, and

(e) in all the circumstances of the case, it is reasonable for him to make the disclosure.

(2) The conditions referred to in subsection (1)(d) are—

(a) that, at the time he makes the disclosure, the worker reasonably believes that he will be subjected to a detriment by his employer if he makes a disclosure to his employer or in accordance with section 43F,

(b) that, in a case where no person is prescribed for the purposes of section 43F in relation to the relevant failure, the worker reasonably believes that it is likely that evidence relating to the relevant failure will be concealed or destroyed if he makes a disclosure to his employer, or

(c) that the worker has previously made a disclosure of substantially the same information—

(i) to his employer, or

(ii) in accordance with section 43F.

(3) In determining for the purposes of subsection (1)(e) whether it is reasonable for the worker to make the disclosure, regard shall be had, in particular, to—

(a) the identity of the person to whom the disclosure is made,

(b) the seriousness of the relevant failure,

(c) whether the relevant failure is continuing or is likely to occur in the future,

(d) whether the disclosure is made in breach of a duty of confidentiality owed by the employer to any other person,

(e) in a case falling within subsection (2)(c)(i) or (ii), any action which the employer or the person to whom the previous disclosure in accordance with section 43F was made has taken or might reasonably be expected to have taken as a result of the previous disclosure, and

(f) in a case falling within subsection (2)(c)(i), whether in making the disclosure to the employer the worker complied with any procedure whose use by him was authorised by the employer.

(4) For the purposes of this section a subsequent disclosure may be regarded as a disclosure of substantially the same information as that disclosed by a previous disclosure as mentioned in subsection (2)(c) even though the subsequent disclosure extends to information about action taken or not taken by any person as a result of the previous disclosure."

69. The first question is whether or not the claimant believed that the information disclosed was true. It was apparent to that he did. I did not accept that he had made up the basis for the disclosures for his own purposes despite Mr Khiara arguing that this was some elaborate plan to become manager and thereby have an increased salary. That suggestion was not reflected in the evidence. There was in fact little difference in the hourly rate paid to the shop manager as opposed to the ordinary workers and the claimant had already given up the role of Deputy Manager. Indeed, the claimant and the respondent were both aware that promoting someone like the claimant into the role of manager would be short term because he was at University and pursuing a career in the building industry. Realistically the claimant was aware that he was most probably burning his bridges with the respondent company when he made the disclosures to the Franchiser. I also accepted that the issues raised in the disclosure were the same sort of difficulties he had been reporting for some time. The core issues related food safety.
70. I considered if it was reasonable to complain to Pizza Hut. It should be noted that the claimant did have a statement of terms and condition of employment but that it was silent on the question of whistleblowing nor were there other policies directing staff as to how to raise health and safety concerns.
71. The fact of the matter was that he was aware that Mr Khaira and his brother were the Directors and owners of the business and they could see from the management What's App group messages what the issues were which he had raised over a lengthy period and in his view they had failed to

meaningfully address them rather preferring to see the matters as a clash of personalities between Noman and the claimant.

72. There was a very close relationship between the respondent and Pizza Hut who are the Franchisers. The respondent was obliged by contract to operate strictly to the standards and procedures required by the Franchisers in relation to food handling. They were no doubt bound to do so in terms of the Franchise Agreement (which was not produced). The disclosures related to food handling and breaches of these procedures and of good practice.
73. In the circumstances here it seems to the Tribunal that contacting them, despite being an external body, was a reasonable thing to do in the circumstances. The shop required to be operated to these stringent standards no doubt developed over many years with the purpose of ensuring safe food handling practices. They had the power to audit and monitor compliance with those standards and to ensure good food handling practices generally. The standards were prescriptive and one of the practical reasons for this was to allow the food to be prepared by relatively untrained people.
74. Contacting the Franchise company was a drastic step for the claimant to take. He mentions that he is putting his job on the line. It was a step that was seen by the respondent's management as a betrayal.
75. To understand the claimant's actions as noted earlier we have to consider the context and the increasing frustration the claimant had about the running of the shop. There were some personal motives involved here but I am persuaded that the principal reason for the disclosures at this point were fourfold: Firstly the claimant had completed training which had brought home to him the dangers of not adhering strictly to good health and safety standards, secondly he had seen some customers who had become sick after eating some of the food and then experienced what he thought was a bout of food poisoning himself and finally he had found some products (mac and cheese) which had been defrosted and re-dated long after they should have been disposed of.

Unfair Dismissal

76. One of the issues that arose was in fact whether there had been a dismissal of the claimant. Neither side were particularly candid about the position both sides manoeuvring to make the other look bad. In his ET1 the claimant sought unfair dismissal but gave no date of dismissal. He also stated that he waited to be re-assigned a new store and rota'd to work. In his evidence he initially suggested that the employment relationship continued and that he had not been formally dismissed by the employer nor had he formally resigned. He had voluntarily, as he put it, stepped back from his position as assistant

manager. However, it was clear that he was not prepared to accept work offered in Dunfermline as this was unreasonable given the distance from his work and study and he ultimately accepted that he had been dismissed by Mr Khaira on the 19 May.

77. The respondent's position was that he had simply been "paused on their wages system". In his evidence Mr Khaira accepted that he knew that the claimant would be unable to work in Dunfermline and that he had not been offered work at other premises they ran in Aberdeen and that his intention was to sever ties with the claimant following the discussion on the 19 May. He had also removed him from the position of Shift Manager.
78. There can be no unfair dismissal without a termination of the employment relationship. The onus was on the claimant to demonstrate that he had been dismissed. However, after hearing the evidence it is clear that he was dismissed from his role as a Shift Manager and did not take up the offer of work in Dunfermline which in any event was wholly impracticable and unreasonable given the work the claimant did and the fact he lived and was at University in Aberdeen. Although the respondent did have the power under the terms and conditions to relocate the claimant that right must be exercised reasonably as the clause itself requires. Mr Khaira accepted that he did not expect the claimant to take up the offer of work in Dunfermline and it was an offer made to prevent having to admit that the claimant was in reality being dismissed.
79. These actions were driven by the disclosures. It seems clear that there was a dismissal namely from his role as shift manager. The claimant by his actions, not turning up to work again or allowing himself to be rota'd to work in Dunfermline made his position clear that the employment relationship was over because of the demotion and requirement to work in Dunfermline. The position, namely that the relationship had ended at this point, was accepted by the claimant and Mr Khaira in evidence. The reason for the dismissal was the fact that the claimant had made disclosures to Pizza Hut.

Remedy

80. The claimant lodged a detailed Schedule of Loss with supporting documents. Many of the heads of claim are not properly recoverable from the Tribunal. The claimant sought lost wages from 20 May to date. The respondent does not challenge the earnings stated. The claimant says he was paid £359 per week net and £445 gross. He regularly worked 37 hours per week.
81. The claimant is entitled to a basic award. He was under 22 and had one year full service entitling him to an award of £222.50 (.5 weeks x £445). In addition,

he is entitled to a compensatory award in relation to loss of wages. His position was that he would have continued to work for the respondent company right up to the date of the Tribunal hearing and beyond. He demonstrated that he had continued to apply for part time work but had been unsuccessful. He will be entitled to an award for loss of statutory rights amounting to £400.

82. The claimant is an incredibly hard working person who expressed the hope of leaving University with no debt. He worked incredibly hard to achieve this. He worked long unsociable hours with the respondent. The claimant also showed that he had made considerable efforts to obtain alternative part time work after his dismissal. The issue of mitigation of loss was not addressed by the respondent except to suggest that he should have taken up the offer of work in Dunfermline. I did initially find it difficult to accept that when he obtained work over the summer in a building company that he would have continued to work in the evenings selling fast food sometimes until late at night. He explained however that he would have done this principally at weekends.
83. If as I do accept that he has taken steps to try and get alternative employment then his loss to the final hearing is quite high. He did try and persuade the Tribunal not to deduct the earnings from North Offshore from his loss of earnings claim arguing that he would have kept both jobs. This would have been a superhuman effort and I note that in his own schedule of loss he offset the earnings from North Offshore. I accept that the job with the respondent was convenient for him and he could work long hours when he was able. However, in the circumstances here I will use the wage information before me and in the absence of a more detailed analysis of loss take a broad view that the claimant would have tried to keep up his average earnings over a period to £359 per week. In passing, I would comment that even if he worked slightly fewer hours over the summer when working in an office he would no doubt have probably returned to working in excess of 37 hours per week over the winter.
84. The award is calculated from the 19 May 2024 until the 28 November 2025 the date of the remedy hearing. However, the claimant left University in February and started full time work in May 2025. He is entitled to loss of earnings and the end period should be approximately the end of April. That is a period of some 49 weeks. That amounts to £17,591 (49 x £359). From that is deducted what was earned net with North Offshore (£3217.60 + £729.92+ £1536 + £1459.84) amounting to £6943.36 leaving a net figure of £10,647.64. Future loss will be six months wages amounting to £8616 (4

weeks x £359. The total monetary award amounts to £11,270.14. The claimant was not on benefits at any point.

85. The claim here is for unfair dismissal and accordingly no claim arises for injury to feelings or under the other heads of claim referred to by the claimant in his Schedule.

**Entered in register: 28 January 2026
and copied to parties**