



EMPLOYMENT TRIBUNALS

Claimant: HELEN KINCH

Respondent: COMPASSION IN WORLD FARMING INTERNATIONAL

Heard at: Bury St Edmonds by Cloud Video Platform

On: 26, 27, and 28 January 2026

Before: Employment Judge David C. Gardner

Representation:

Claimant: Ms Millen (counsel)

Respondent: Mr Gillie (counsel)

JUDGMENT having been given orally on 28 January 2026 and written reasons having been requested by the Respondent by email on 28 January 2026, in accordance with Rule 60 of the Employment Tribunals Rules 2024, the following reasons are provided:

REASONS

Introduction

1. This case is brought by Ms Helen Kinch against Compassion in World Farming International ("the Respondent"). Ms Kinch brings a complaint alleging unfair dismissal (constructive dismissal). The Respondent, in summary, contends that Ms Kinch resigned and it acted fairly and lawfully in its processes such that her dismissal was fair, and thus her complaint is not well founded.

2. The final hearing of this case took place on 26, 27, and 28 January 2026 remotely by Cloud Video Platform. I gave an oral judgment on 28 January 2026. These reasons are my written reasons, which have since been requested by the Respondent.
3. In coming to my conclusions I have had sight of the case bundle and supplemental bundle, the latter of which was admitted into evidence by consent, and I have heard evidence and considered the witness statements of all six live witnesses. I have also been assisted by the helpful and written and oral submissions of Ms Millen, for the Claimant, and Mr Gillie, for the Respondent. I have considered all the evidence and submissions in coming to my decision, but this judgment will only refer to those I consider to be the most relevant to the decisions I have to make.
4. At the outset of the hearing, I confirmed the issues to be determined with the parties, which are helpfully set out in the case management order of Employment Judge Dick, dated 4 November 2025. Both parties agreed those remained the substantive issues.

Agreed Background

5. Much of the factual background is agreed and can be summarised as follows.
6. The Respondent is a charity which employs around 180 people worldwide. The vast majority of those persons work in the UK and out of its main office in Godalming in Surrey. Its operations team, which number around 30 persons all work out of the main UK office, which includes the finance team, which number around 12 persons.
7. On 28 June 2016, Ms Kinch began her employment with the Respondent as UK Finance Controller, part of the finance team. She worked in the Respondent's main and only office in the UK. Prior to the Covid-19 pandemic she worked in the office 5 days per week. That is in line with the express contractual term to work from the Respondent's office at Godalming unless the Respondent directed otherwise, per Clause 5 and Schedule 1 of the Contract.

8. During the Covid-19 pandemic, as was the case with the majority businesses across the UK, the Respondent moved to fully remote working. Again, as was the case with many businesses across the UK, after the Covid-19 pandemic, the Respondent recognised that there may be benefits to remote working but also considered that its business model required all HQ staff to be in the office for at least 2 days a week. That led the Respondent's Chief Operating Officer ("COO"), Ms Flanagan, to send an email to employees on 23 February 2022 which informed employees would need to work in the office 2 days per week beginning the week commencing 4 April 2022.
9. It appears that at some point in early 2022 Ms Kinch was considering moving to Somerset because by 18 March 2022 she emailed Ms Junor, then Global Head of Finance, to request she carry over some leave to be able to facilitate the move in the Summer of 2022. It appears agreed that Ms Junor was aware to some extent that a reason for the move was related to Ms Kinch's relationship with her husband (to which I will return), albeit the extent to which she was aware of the detail behind that position is disputed.
10. On 5 June 2022, after a request from Ms Kinch, Ms Junor emailed Ms Kinch to confirm that she could work from home for a period of 6 weeks in order to allow her to settle in after her planned move to Somerset. The email also confirmed that after the 6 weeks *"the expectation would be that you would be back in the office"*.
11. On 7 June 2022, Ms Kinch sent an email to her manager, Ms Begley, copying in the Global Head of HR, Ms Grenham, requesting she be permitted to work flexibly, namely by working remotely five days per week. Her move to Somerset by this stage was imminent.
12. On 13 June 2022, in response to Ms Kinch's email, Ms Grenham sent a link to a flexible working request form.
13. On 15 June 2022, Ms Kinch moved to Somerset.
14. On 22 June 2022, Ms Kinch submitted her flexible working request via the aforementioned form.

15. On 6 July 2022 the Respondent, by way of an email from Ms Grenham, refused the request for flexible working. The email set out a list of five reasons why the request would, in the Respondent's view, not be feasible. It was considered that quality and performance of the business would be detrimentally impacted by not having Ms Kinch in the office to quickly and pro-actively deal with questions, issues arising, and manage the performance of staff. The email also noted that these matters could not be reallocated to other staff for capacity and budgetary reasons.
16. On 26 July 2022, Ms Kinch sent the Respondent a statement of fitness to work which stated that she would be unfit for work for 6 weeks due to stress.
17. During the period when Ms Kinch was not at work Ms Grenham twice telephoned Ms Kinch to check in with her. The second of those conversations on 26 August 2022, has been the subject of some of the issues arising in this case. During that conversation they discussed her return to work from 6 September 2022 and Ms Kinch's options. The details of this conversation are disputed and I will return to them, but the fact the conversations happened is agreed.
18. On 30 August 2022, Ms Kinch submitted her resignation. Whilst her employment contract required only a month of notice, Ms Kinch and Ms Grenham agreed between them a notice period of 3 months on the understanding that for that period Ms Kinch could continue to work from home.
19. On 25 November 2022, Ms Kinch and the Respondent agreed a further extension of the notice period to 28 February 2023.
20. On 20 February 2023, Ms Kinch and the Respondent agreed a further extension of the notice period to 28 April 2023.
21. On 2 March 2023, Ms Kinch submitted a grievance. The grievance meeting took place with Ms Grenham and Ms Junor on 7 March 2023 and the grievance was not upheld. That was confirmed in an email from Ms Grenham on 8 March 2023. Ms Kinch appealed and the grievance appeal

was heard by Ms Flanagan on 23 March 2023 and was again not upheld, which was confirmed in writing on 31 March 2023 by Ms Flanagan.

22. After the ACAS early conciliation process the ET1 claim for was filed on 3 April 2023. I pause to note it does not appear nor was it suggested to me that the claim was not brought in time.
23. On 28 April 2023, Ms Kinch's extended notice period ended and she ceased working for the Respondent.

Findings

24. I turn then to the disputed issues of fact, which will inform my decisions on whether the Claimant was the subject of constructive dismissal.
25. At the outset I should note that there is a good deal of evidence before me about Ms Kinch being in an abusive relationship. I am conscious I have heard no evidence from Ms Kinch's ex-husband and so in this judgment I do not purport to make any findings of fact about whether there was an abusive relationship. My findings are limited to what Ms Kinch told her employers. That is not in any way to say she is not believed, just that it is not appropriate for me to make positive findings within the context of these proceedings.
26. As noted in the agreed list of issues, the key question of fact is whether, the Respondent, having refused the Claimant's request to work from home, required the Claimant to choose between returning to the office 2 days week or resigning, or, to put it another way, did the Respondent force the Claimant to resign?
27. To answer that question, in my view, I must also address the following other questions, on which both counsel have addressed me:
 - 1) What did the Respondent know about the Claimant's abusive relationship and to what extent did it consider that information in its actions?

- 2) Did Ms Grenham tell Ms Kinch, in their meeting on 26 August 2022; "You should resign to avoid a sticky end".

What did the Respondent know about the abusive relationship?

28. I have heard evidence about the period which pre-dated the flexible working request. I find there was a degree of knowledge within the Respondent as an organisation that suggested that Ms Kinch was in an abusive relationship.
29. Ms Kinch states that she informed several employees of the Respondent (see paragraphs 10-14 of her statement). Indeed, Ms Grenham and Ms Flanagan both confirmed in their oral evidence that they were aware that Ms Kinch was in a difficult relationship. Ms Grenham in her oral evidence also agreed that she had spoken to the police in March 2022 and she knew the problems in the relationship were "serious" albeit she did not know the fine detail of Ms Kinch's allegations against her husband.
30. In my view, and I find, that by the time of the flexible working request the Respondent must have been aware that one of the reasons, if not the key reason, for the move to Somerset was because Ms Kinch said she wanted to escape an abusive husband. The Respondent must have been aware of that as the reason because Ms Kinch expressly mentions it in her email request of 7 June 2022 and in the flexible working request itself on 22 June 2022. In the formal request she states:

This request is due to my need to escape an abusive and dangerous marriage, I am re-locating more than 130 miles away from the office, which could take between 2 ½ and 3 ½ hours each way to the office.

My Husband continues to threaten me and he does not know where I have moved to, the only place he is able to contact me in the future, in person, is the Office, as he knows I am required to visit Godalming two days a week. My fear is, he will continue this behaviour in the Office.

31. In my view, given a known background of an abusive relationship since at least 2017, Ms Grenham having known of previous police involvement, and

given the clear use of the terms “abusive”, “dangerous marriage” and “continues the threaten” in the flexible working request, Ms Junor and Ms Grenham must have known when considering that flexible working request that a key reason for her requesting flexible working was because she was moving to Somerset to flee that relationship.

32. I accept the oral evidence of Ms Junor and Ms Grenham that they were by this time aware that the difficulties in the relationship but did not in fact consider Ms Kinch was at risk from her husband. In short, they understood there was a problem but did not appreciate the gravity of the problem. I take Mr Gillie’s point that the detail and seriousness of the domestic abuse issues Ms Kinch reports she was experiencing are expanded upon in her witness statement for these proceedings. Nonetheless, the point is that at the time of the flexible working request, given the history and the clear terms on which the flexible working request was made, the Respondent should have been alive to greater risk.
33. I pause to note that this is in line with the terms of the Equality and Human Rights Commission (“EHRC”) Guidance, *“Managing and Supporting Employees Experiencing Domestic Abuse”* (2013) which notes that *“The dangers of domestic abuse should not be underestimated”* and, elsewhere, that *“often employees will not feel confident in speaking up, so a manager making the first move to begin a conversation can be key”*.
34. I agree with the submission of Ms Millin that better practice, complying with the spirit of the EHRC Guidance, would have been for the Respondent as part of the flexible working meeting to sensitively enquire further as to why Ms Kinch thought she had to move to Somerset to escape an abusive and dangerous marriage and threats from her husband in order to fully understand and inform the decision on the support they could offer.
35. On 6 July 2022, the Respondent, by way of an email from Ms Grenham, refused the request for flexible working. The email recorded (as well as setting out its reasons for refusing the request) the following:

... we totally understand and appreciate your predicament and the reasons why you needed to move nearer to your family, this is a

personal decision (albeit really important to you and your situation) and we have to remain impartial to ensure we treat everyone fairly and have the best interests of the organisation as a priority.

36. I observe that the line of reasoning in the email is consistent with the evidence from Ms Junor and Ms Grenham that they did not think Ms Kinch was at risk. In my view, the suggestion that moving is a personal decision in a context where Ms Kinch has said she left due to a “*need to escape an abusive and dangerous marriage*” overstates the autonomy that a victim of domestic violence has in their choices.
37. Thus, in my view and I find that the decision of the Respondent to refuse Ms Kinch’s flexible working request was informed by a knowledge of a background of an abusive relationship, but that the Respondent did not fully appreciate the background to the request, the gravity of the risk, and overstated the Claimant’s autonomy in her decision to move.
38. I will come back to whether and how that is relevant to the ultimate decision I have to make.
39. I do pause here to note that the Claimant’s written and oral submissions suggested that the Respondent’s procedure on considering the flexible working request was breached because it was not taken by Ms Kinch’s line manager but by Ms Grenham. I do not find there is anything in that criticism. Firstly, I note the decision was taken joint by Ms Begley, Ms Junor, and Ms Grenham and so the line manager was involved in the decision in line with the policy. Secondly and in any event, even if it was not to the strict letter of the policy, whilst policies should be followed unless there is good reason, it is also trite that policies are guidelines not tramlines and a decision taken with a more senior person in the organisation is, in my view, perfectly permissible.

Did Ms Grenham tell Ms Kinch; “You should resign to avoid a sticky end”.

40. It is agreed by both parties that Ms Grenham and Ms Kinch had a conversation on 26 August 2022. There were no notes of this meeting as it

was just a telephone call to check in and it does not appear any note thereafter was prepared.

41. It was during this conversation, Ms Kinch alleges, as set out at paragraph 21 of her witness statement, dated 10 January 2026, that *“Julie said, unfortunately, I would have to return to the office for two days a week. Julie stated that if I didn’t then I should resign to avoid a sticky end”*. She was consistent in this account in her oral evidence.
42. Ms Grenham refuted the use of this term, which she does expressly in her witness statement at paragraph 30, and in her oral evidence. She is clear in her evidence that when Ms Kinch asked her options, Ms Grenham was transparent with her that resignation was an option, but so was returning to the office to work the 2 days a week, and so was not returning, but that if Ms Kinch chose the latter then she could not comment on what would happen. Ms Grenham confirmed in oral evidence that when discussing that latter option Ms Grenham informed Ms Kinch that if she did not come into the office the Respondent would “go through processes” but could not say what would happen if it went through its processes. Ms Grenham states that she was simply setting out options and had not intended the discussion to be seen as a threat.
43. Ultimately, Ms Kinch alleges Ms Grenham made the ‘sticky end’ comment and so within these proceedings it is for her to satisfy me so I find it is more likely than not that the comment was made. On what I have I do not consider I can make that finding.
44. In considering their oral and written evidence I have no reason to suggest or find that either Ms Kinch or Ms Grenham are inaccurately reflecting their recollections of this conversation. I also take judicial notice that memories can be unreliable and a single event can be and often are interpreted or remembered differently by two people.
45. As I say, both witnesses were consistent in their oral and written evidence and plausible in their accounts and so I must look to other evidence to support or challenge the assertion made by Ms Kinch. In coming to the view

that I do find as fact that the comment was made, two points are in my view particularly relevant.

46. Firstly, I note that the earliest documented evidence I can find (and both counsel agreed) of an allegation of the use of the term “sticky end” was in Ms Kinch’s grievance on 2 March 2023, some 6 months later. This lends weight to the conclusion that the term is a more recent recollection.
47. Secondly, in the grievance appeal meeting minutes, dated 23 March 2023, Ms Kinch states: *“Her words were “You should resign to avoid a sticky end”. I put these words in my resignation”*. The problem with this assertion is that the resignation letter of 30 August 2022 states: *“I wish to avoid a difficult end which Julie and I discussed”* (my emphasis). Whilst it could be said that this is a marginal change and/or (as Ms Kinch suggested in evidence) that Ms Kinch was seeking to be less confrontational by not using the actual words she alleges were used, it does weigh against a finding that the exact words *“a sticky end”* were used by Ms Grenham. If Ms Kinch recalls using it in her resignation letter and demonstrably did not then this evidence lends weight to a conclusion that the term is a more recent recollection.

Was the Claimant forced to Resign?

48. This leads me to the key point and my earlier findings assist me in my conclusion on this issue. Ms Kinch is clear in her oral and written evidence that she considered she was given an ultimatum; work 2 days a week or resign. Ms Grenham is clear in her written and oral evidence that this was not a threat or ultimatum but a fair and transparent assessment of the options provided on request.
49. My assessment of their evidence when compared against the limited written evidence on the 26 August 2022 conversation as set out in Ms Kinch’s resignation email, the grievance hearing minutes, and the grievance appeal minutes, is both that Ms Kinch honestly came out of that conversation considering she had been presented with an ultimatum and that Ms Grenham honestly had no intention to create that impression or consider that she had.

50. I note the Grievance Minutes of 7 March 2023 record as follows:

HK: ... I have been pushed into giving my resignation because I was asked to come to the office 2 days a week... There's no possibility to continue working from home. The only avenue is that I am compensated for this.

JG: What do you mean? For what?

HK: For having to end my career because I can't go to the office.

JG: How is this Compassion's fault?

HK: Compassion can't offer me home working.

JG: We have a policy that states that employees must come to office 2 days a week. Your choice was to resign, how is that Compassion's responsibility?

HK: I didn't say it was, but you yourself said to me on 26th august that my only option was to resign to avoid a sticky end.

JG: I dispute that. I said to you that resigning was one of the options.

HK: I said that in my resignation and it was not disputed. You said to me it was the only option, I don't wish to argue. It is one person's word against another, so there's no point to argue.

51. This exchange encapsulates the differing perspectives and makes the impasse clear to me.

52. I accept that, based on the information Ms Kinch provided to the Respondent on the reason she could not work in the office two days per week, it would have been unreasonable to require her to return to such an

arrangement. However, I accept and find that the Respondent did not make such a demand. Nor could it.

53. The removal of the option of home working provided Ms Kinch with two options; resignation or the beginning of a process which she could reasonably infer would likely lead to dismissal (albeit she but could not be sure it would). I can see why Ms Kinch considered this an ultimatum.
54. However, that Ms Kinch considered she was left with an ultimatum does not mean that the Respondent was required to agree to flexible working to avoid Ms Kinch being put in that situation, that is a wider question to which I will return. It also does not mean that the Respondent forced her to resign. On this point, I accept the evidence of Ms Grenham that she did not induce Ms Kinch to resign but set out the admittedly undesirable options which are the inevitable result of Ms Kinch being unable to return to the office.
55. In my view, the sad unspoken truth of the ending of this employment relationship is that both parties have lost something as a result of Ms Kinch fleeing an abusive relationship. The Respondent loses the presence of a long-term staff member with whom it had no complaints. The Claimant was left with the feeling she had no option but to resign to avoid being dismissed. Any blame for this situation lies, perhaps, elsewhere.
56. Based on the above agreed facts and findings of fact, I now turn to the law and my conclusions.

Unfair Dismissal

Constructive Dismissal

57. Section 95(1)(c) of the Employment Rights Act 1996 states that an employee is dismissed when the employee terminates the contract, with or without notice, in circumstances such that they are entitled to terminate it without notice by reason of the employer's conduct. This form of dismissal is commonly referred to as 'constructive dismissal'.

58. Both parties agree Ms Kinch resigned on 30 August 2023. The question for the tribunal is whether that resignation amounted to constructive dismissal.
59. In *Western Excavating (ECC) Ltd v Sharp* [1978] ICR 221, CA, the Court of Appeal held that for an employer's conduct to give rise to a constructive dismissal, it must involve a repudiatory breach of contract. As Lord Denning put it:

If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer's conduct. He is constructively dismissed.

60. Constructive dismissal is intrinsically linked to the employment contract between the employee and the employer. For a constructive dismissal claim to succeed there must have been a repudiatory or fundamental breach of that contract. That is to say, the employer must have breached the contract in a sufficiently serious way to entitle the employee to end the contract and leave employment.
61. It is not alleged by Ms Kinch that the Respondent breached any express term of the contract. She, instead, relies upon a breach of the implied contractual term of trust and confidence.

Breach of Implied Term of Trust and Confidence

62. The implied term of trust and confidence was well summarised in the House of Lords case of *Malik and Mahmud v BCCI* [1998] A.C. 20; [1997] ICR 606 as follows:

The employer will not, without reasonable and proper cause, so conduct itself in its dealings ... as to destroy or seriously damage the relationship of trust and confidence between employer and employee.

63. Malik also makes it clear that the impugned conduct must be considered objectively. That point is also made in *Millbrook Furnishing Industries v McIntosh* [1981] IRLR 309. This means it is to be considered by the Tribunal objectively, not considering the conduct subjectively through the mental processes of either party.
64. Equally, in *Bournemouth University Higher Education Corporation v Buckland* [2010] ICR 908 CA, the Court of Appeal held that the question of whether the employer's conduct fell within the range of reasonable responses is also not relevant when determining whether there has been a constructive dismissal. Whether conduct objectively breaches the implied term in any particular case will always be a matter for the tribunal to determine after hearing the evidence and considering all the circumstances.
65. When considering whether the impugned conduct is calculated and likely to destroy or seriously damage the relationship of trust and confidence, the judgment of the Employment Appeal Tribunal in *Frenkel Topping Ltd v King* [2015] UKEAT/0106/15/LA makes it clear that the Tribunal must not set the bar too low and emphasised, at paragraphs 12 and 13:

[12] *We would emphasise that this is a demanding test. ... simply acting in an unreasonable manner is not sufficient. The word qualifying "damage" is "seriously". This is a word of significant emphasis. The purpose of such a term was identified by Lord Steyn in Malik v BCCI [1997] UKHL 23 as being:*

"... apt to cover the great diversity of situations in which a balance has to be struck between an employer's interest in managing his business as he sees fit and the employee's interest in not being unfairly and improperly exploited."

[13] *Those last four words are again strong words. Too often we see in this Tribunal a failure to recognise the stringency of the test...*

66. Applying *Malik* and *Frenkel Topping*, I must have in mind, when objectively approaching the question of whether the employer's conduct breached the

implied term of trust and confidence the stringency of the test and whether the employee was unfairly and improperly exploited.

Flexible Working

67. For completeness I have also considered the law on flexible working requests. The right to make a flexible working request arises out of s.80F of the Employment Rights Act 1996. It is not a right to flexible working but a right to request it.
68. When considering an application for flexible working there are statutory requirements on the employer under s.80G of the 1996 Act. I note that s.80G(1)(b) states that an employer '*shall only refuse the application because he considers that one or more of the following grounds applies*'. Whilst the belief must be genuinely held, this is a subjective test and it is not for the Tribunal to assess the substance of the employer's decision or to decide whether it fell within the 'band of reasonable responses' (see the Employment Tribunal case of *Whiteman v CPS Interiors Ltd* 2601103/15).
69. Finally, and importantly, the employee may challenge a refusal of flexible working by way of a complaint to the Employment Tribunal if the employer fails to comply with the requirements of s.80G or its decision is based on incorrect facts, under s.80H of the 1996 Act. I pause to note that there is no complaint under s.80H before me and I am concerned only with whether the Respondent's actions breached the implied term of trust and confidence, as Ms Millin confirmed in her submissions.

Discussion and Decision

70. I now turn to apply the law and my findings to the question of 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.
71. In coming to this decision I do not consider the reasonableness of the Respondent's decision to refuse flexible working. Such an approach is

expressly averred in *Bournemouth University v Buckland* and, indeed, in *Frenkel Topping Ltd v King* it was confirmed that even unreasonable conduct may not meet the test.

72. I remind myself that constructive dismissal is intrinsically linked to the employment contract and, in line with *Malik* and *Frenkel Topping Ltd v King* a breach of trust and confidence is a stringent and high test. In this case, I do not find this stringent test is met.

73. In coming to that conclusion, I consider the following factors, or circumstances of the case, are particularly pertinent:

a) I do not consider that the Respondent's refusal of the flexible working request, objectively, amounts to a breach of the implied term of trust and confidence. The decision was subjectively justifiable (per s.80G of the 1996 Act) and the Claimant does not suggest any breach of the statutory criteria and has brought no complaint under s.80H of the 1996 Act. I have found that the Respondent was broadly aware of the factual background to the request and that it was because of her husband that Ms Kinch was moving to Somerset (albeit I accept the Respondent could and should have been more cognisant of the detailed background and impact on the Claimant). I do not consider that in those circumstances there is evidence of bad faith on the part of the Respondent. The Respondent's manner of considering and dealing with the request for flexible working and decision on the flexible working request do not in my view come to the stringent level required to meet the test of a breach of trust and confidence.

b) I note the EHRC Guidance suggests that "*The role of a manager is not to deal with the abuse itself but to make it clear through a workplace policy that employees will be supported and to outline what help is available.*" This Guidance does not suggest or require any particular approach to flexible working requests or that the Respondent is obliged to change its contractual arrangements to deal with domestic abuse. I observe such a position could put a great strain on the resources and practices of employers. In this case the Respondent has referred Ms

Kinch to the employee assistance programme to support her with allegations of domestic abuse. Again, whilst in my view the Respondent should have been more aware or it could have made itself more aware of the impact of the Ms Kinch's relationship on her need to move, I also note that the Respondent had in place the level of support suggested in the guidance and made it available to Ms Kinch. On this point see *Smith Twigger v Abbey Protection Group Ltd* UKEAT/0391/13/MC at paragraph 14 that there is no general principle that the employer is under a contractual duty to take effective measures to protect an employee from threats. This is not, in my view, a case which suggests "*a complete lack of sympathy and concern*" for Ms Kinch on the part of the Respondent, as per *Smith Twigger* which may meet the test.

- c) Having made the decision on flexible working, the Respondent did not seek to alter the terms of the employment contract, quite the opposite, it required adherence to the contract which, for reasons that are not the fault of the Claimant, she could no longer comply. That is also not the fault of the Respondent and requiring adherence to the employment contract in these circumstances cannot in my view be characterised as conduct which would destroy or seriously damage the relationship of trust. I am fortified in that conclusion by the decision in *Courtaulds Northern Spinning Ltd. v Sibson and Another* [1988] I.C.R. 451.
- d) The fact that Ms Kinch was left with a choice between resignation and potentially, if by inference likely, dismissal, does not necessarily suggest inevitable dismissal and, in my view, a breach of the implied term of trust and confidence. I am fortified in that conclusion by the decision in *Morton Sundour Fabrics v Shaw* (1966) 2 K.I.R. 1.
- e) Short of approving the flexible working request, in my view the Respondent took a number of steps to support Ms Kinch in a difficult period of her life. It allowed a 6 week period of settling in time after her move when she could work from home, it put in check in calls when she was not fit to work, both parties amicably agreed extensions of the notice period to their mutual benefit, a leaving lunch was arranged, it referred her to the employee assistance programme. The tone of the

emails I have seen from the Respondent discussing Ms Kinch's case suggest an overall wish to support the Claimant as best it could without too far impairing its operational efficiency. This is not conduct which in my view is indicative of steps which would destroy or seriously damage the relationship of trust and confidence.

74. Applying my findings on the conversation between Ms Kinch and Ms Grenham on 26 August 2022 and that I do not consider the Claimant was forced to resign. Whilst she may consider she was left with no options but to resign, the limited options were not the fault of the Respondent and it cannot in my view be characterised as conduct which would destroy or seriously damage the relationship of trust and confidence.
75. Given this determination, I have concluded that Ms Kinch was not the subject of unfair (constructive) dismissal, she resigned. Accordingly, I need not go on to consider the other issues in the agreed list of issues and will dismiss the complaint.

Conclusion and Final Decision

76. The Claimant's complaint that she was unfairly dismissed (constructive dismissal) by the Respondent is not well-founded and the case is dismissed.

Approved by
Employment Judge D. C. Gardner

Date: 23 February 2026

JUDGMENT SENT TO THE PARTIES ON

..18 March 2026.....

.....
FOR THE TRIBUNAL OFFICE