EMPLOYMENT TRIBUNALS

Claimant: Mr B Holmes

Respondent: RVW Pugh Ltd.

Heard at: Mold **On:** 13-14 January 2026

Before: Employment Judge T Vincent Ryan
Mrs D Hebb
Mrs Y Neves

REPRESENTATION:

Claimant: A Litigant in Person
Respondent: Mr A. Jones, Counsel

JUDGMENT having been sent to the parties on 29 January 2026 and written reasons having been requested in accordance with Rule 60(4) of the Employment Tribunals Rules of Procedure 2024, the following reasons are provided:

REASONS

Introduction

1. The Claimant in this case was employed by the Respondent as an Agricultural Engineer; he voiced concerns about having been asked to do a particular job and requested information on the qualifications required for engineers to do that job and he subsequently objected to doing it, stating his reservations. The Claimant claims that he was subjected to detriments for having made protected public interest disclosures.

2. Employment Judge Sharp conducted a preliminary hearing on 14 February 2025, and she included a list of issues in the minutes of that hearing in relation to the Public Interest Disclosure - Detriment claim. Those issues fell to be determined at this hearing, and they are set out below.

3. In addition to the above mentioned issues, the Claimant made an application at the commencement of this hearing to amend his claim to include a claim that he suffered unauthorised deductions from his wages, when the Respondent made

deductions from his last wage on termination of employment, to cover the cost of plant and equipment bought by him from the Respondent. The Respondent did not oppose the application, and it was granted in the interests of justice.

4. During his application to introduce a claim of unauthorised induction from wages the Claimant suggested a potential link between the deduction and his detriment claim. He then conceded, however, that there was a contractual provision for recoupment of monies owed and that he owed the Respondent money at the date of termination of his employment. He said his concern about the deduction was that he had never signed the contract, and he did not think that it was fair to make the deduction without a detailed account being provided to him. He did not pursue an application to claim the deduction as a detriment. I had explained my reservations about any such application, which the Respondent confirmed it would have opposed, as it was ambiguous and vague, including the concession of debt and contractual entitlements of the Respondent. I allowed the uncontested application to amend so that due progress could be made and without taking more time, causing distress to the Claimant in doing so and jeopardising our timetable.

5. The Claimant appeared at one point to suggest that he wished to amend his claim to include a claim of automatic Unfair Dismissal in relation to having made a protected disclosure but then clarified that he was not pursuing any such application. There was no claim before the Tribunal of Unfair Dismissal, automatic or otherwise. The Claimant had withdrawn claims of disability discrimination prior to the final hearing, and those claims had been dismissed on withdrawal.

6. The judgment of the Tribunal is unanimous.

The Claims & Issues:

7. The Claimant claims:

    7.1. Public Interest Disclosure - Detriment and
    7.2. Unauthorised Deduction from Wages.

The Issues:

8. The List of Issues agreed with Judge Sharp:

    8.1. Did the Claimant make one or more qualifying disclosures as defined in section 43B of the Employment Rights Act 1996? The Tribunal will decide: What did the Claimant say or write? When? To whom? It is agreed that the Claimant made the following disclosures by text message on the 21 August 2024:

        8.1.1. “Who Is actually qualified with a Certificate to use the Air-Con machine??” (17.14 hours to Mr Jones);

        8.1.2. “To be totally honest, Darren, you told me to crack off the pipes on a high pressure AC system.... that's a big NO!! AC systems require specialist training and certificates neither of which I have. Please don't ask me to do

underhand shit like that again mate! By Law, you need to have someone qualified so I won't be touching any AC system!" (17.32 hours to Mr Jones);

8.1.3. "Evening Robert it's Ben. I was told yesterday by my Service manager to (quote) "disconnect the pipes and see if there is a grey paste inside them". He was referring to the high pressure Air Con pipes on a Massey tractor which had not been de-pressurised. Could you please explain to Darren how illegal and dangerous that is! It wouldn't sit well in court for any of us if something happened to go wrong. Thanks Ben" (19.06 hours to Mr Pugh)

8.1.4. Did they disclose information?

8.1.5. Did they believe the disclosure of information was made in the public interest?

8.1.6. Was that belief reasonable?

8.1.7. Did they believe it tended to show that:

8.1.7.1. That there had been a breach of a legal obligation;

8.1.7.2. That the health or safety of any individual had been, was being or was likely to be endangered.

8.1.8. Was that belief reasonable?

8.2. If the Claimant made a qualifying disclosure, it was a protected disclosure because it was made to the Claimant's employer.

9. Detriment (Employment Rights Act 1996 section 48)

9.1. Did the Respondent do the following things:

9.1.1. Requiring the Claimant to continue to work under Darren Jones from 11 September 2024 onwards;

9.1.2. Gave the Claimant two hours' notice to empty his van for collection on 27 September 2024 while he was signed off work; [ultimately the van was collected on 30th September 2024 – it is the short notice that the Claimant objects to]

9.1.3. Robert Pugh contacted the Claimant via letter on 20 November 2024 to tell him that he would be facing an investigation when the Claimant returned to work for saying "last warning" in an email to Yvette Evans on 23 September 2024?

9.2. By doing so, did it subject the Claimant to detriment?

9.3. If so, was it done on the ground that they made a protected disclosure?

10. Remedy Issues: Judge Sharp listed potential remedy issues but as the Claimant's claims failed, these issues were not addressed.

11. The Issue in respect of the amendment to the claim to add a Wages claim:

Did the Respondent make unauthorised deductions from the Claimant's wages and if so, how much was deducted?

Witnesses:

12. The Tribunal heard witness evidence from:

    12.1. the Claimant

    12.2. Mr Robert Pugh, managing director (father of Emma Pugh and husband of Caroline Pugh)

    12.3. Emma Pugh, business manager and grievance officer (daughter of Robert and Caroline Pugh)

    12.4. Mrs Caroline Pugh, director and grievance appeal officer (wife of Robert Pugh and mother of Emma Pugh).

Documents:

13. The Hearing Bundle comprised 522 pages, and all page references in these Reasons relate to that bundle unless otherwise specified.

14. Both parties produced supplementary documents, and in particular in relation to the claim of unauthorised deduction of wages.

15. Counsel for the Respondent prepared an opening note, which he disclosed at the outset to the Claimant, and which formed the basis of his closing submissions.

16. We had the benefit of an agreed chronology (appendix 1 to these Reasons) and a Cast List (appendix 2).

The Facts

17. As the chronology and cast list are agreed documents, insofar as they contain statements, the Tribunal adopt them as findings of fact without the need to rehearse them in detail throughout these Reasons.

18. The Respondent is a relatively large employer and a family run company, having approximately 100 employees at the material time. It sells and maintains agricultural plant and equipment. The company relies on WorkNest in relation to employment law, occupational health and well-being, HR, and health and safety support. It has documented policies and procedures in a handbook. It has a code of conduct. It issues written statements of employment particulars.

19. The Claimant commenced employment with the Respondent as an Agricultural Engineer on 25th March 2024; he indicated his resignation without notice in his claim to the Tribunal on 23 November 2024.

20. The Claimant was line-managed by DJ.

21. On 19 August 2024 DJ sent a message to the Claimant (page 167) with details of a job for him to do involving an AC compressor. He was instructed to diagnose a problem and told that if there was a seizure then he was to disconnect the pipes from the pump. The Claimant accepted the instruction (p167) and visited the client in question on 20 August 2024 to carry out an inspection. He diagnosed the problem with the AC compressor and ordered appropriate parts to effect a repair in due course. The Claimant's evidence to the Tribunal was vague and unsatisfactory when he attempted to deny knowledge of visiting the customer, however in the light of his written submission at page 178, we feel it is more likely than not that he did so. His recollection to the Tribunal was under the stress and strain of a contested hearing whereas his document at page 178 was written by him contemporaneously with the events.

22. The Claimant arranged with the client in question to carry out the repair on 22nd August when the parts were available to him. In the meantime, on 21st August the Claimant explained to DJ that he would be unable to visit the client to affect the arranged repair for personal reasons, which involved him giving a lift to somebody taking him away from the area (p.168).

23. There then followed a further WhatsApp message from the Claimant to DJ asking who was qualified to use the AC equipment (p168). That message (PD/1) was merely a question and did not disclose any information. The fact that the Claimant added two question marks in the message may have indicated doubt in his mind, but he did not raise any specific health and safety concern or any matter related to a legal obligation to him or his colleagues. The Tribunal does not consider that the use of two question marks changes the nature of the message which was a question.

24. In the Claimant's third WhatsApp message of that day to DJ (p169) (PD/2), the Claimant objected to undertaking the instruction given to him, saying that specialist training and certification was required which he did not have. The Claimant disclosed that he was not qualified, insofar as he was aware, to perform the task instructed. The Claimant was raising an issue where he felt it would have been wrong for him to undertake the instructed task.

25. On 21 August 2024 the Claimant sent a WhatsApp message to the Managing Director, Mr Pugh (p.170) (PD/3). He described DJ's instruction to him, what it involved, and referred to the danger he felt this involved, not only to himself but what it would involve to colleagues. He referred to his opinion on that basis that the job was “illegal and dangerous”.

26. The Claimant knew that there were health and safety regulations concerning some AC work. He knew he had not been trained to work on a tractor's AC compressor in the way he had been instructed, and that he did not hold any certification for that type of work. His genuine understanding was that the required work on the tractor fell within statutory regulations requiring training and certification. Given subsequent events and the legal situation as understood by the Respondents, the situation being described as "a grey area" in respect of required training and certification, the Tribunal finds that the Claimant not only believed DJs instruction posed a health and safety risk and amounted to a breach of legal obligation by the Respondent to its employees, but the belief was a reasonable one.

27. The Claimant raised a grievance on 1st September 2024 (p.175) about DJ who he accused of "gross negligence", accusing him of "breaking the law", "endangering the lives of employees", "having a total disregard for health and safety". His grievance letter made express reference to the WhatsApp or text messages referred to above and their contents.

28. In response to the issues raised by the Claimant relating to DJ's instruction to work on an AC compressor when the Claimant was not trained or certified as he asserted, the Respondent investigated the legal requirements as to both training and certification to work on tractors exceeding 3.5 tonnes in weight, as was the case in point; the Respondent also ascertained that the regulations in question were in relation to environmental protection and not health and safety. The Respondent investigated the matter over a lengthy period with both WorkNest and another specialist company. As a result of the Claimant having raised his concern the Respondent ascertained that there was a "grey area" as to whether tractors were exempt from regulations in relation to such work. This is a matter that has been pursued by the Respondent diligently and conscientiously with City & Guilds in relation to training.

29. As a precaution, and in the light of the concerns raised by the Claimant in what is a "grey area", the Respondent initiated training for all its engineers in relation to work on AC compressors, even in tractors and despite the fact they may be exempted from the regulations. The Respondent initiated training for its engineers as a matter of what it considered to be best practise as opposed to a legal obligation; it considered training would be best practise because of uncertainty about the applicability of the regulations cited by the Claimant.

30. Because of the Claimant's concerns and grievance, the Respondent held a grievance hearing on 10 September 2024 which was managed by Ms Emma Pugh. The outcome of the grievance was explained to the Claimant at a meeting on 12 September 2024. Ms Pugh explained that two independent sources had confirmed to the company that certification was not required, the Claimant commenting that this was interesting, but the situation must have changed, and he was unaware of that.

31. Because of the Claimant's concerns the Respondent continued to investigate the matter and invited the Claimant to a further meeting on 13 September to explain the legislation and the outcome of its investigations.

32. Because of the Claimant's concerns which were still not satisfied despite the grievance outcome and subsequent explanatory meeting, Mr Robert Pugh wrote to the Claimant by e-mail on 18 September 2024 further explaining the outcome of its investigations to the effect that training and certification had not been required. It was explained again to the Claimant that he had the right to appeal the grievance outcome.

33. In relation to the specific job that DJ had instructed the Claimant to undertake, in consequence of the concerns raised by the Claimant, the Respondent deployed one of the four certified engineers to do the work in question. This was precautionary and because of the ambiguity of the regulations and not because the Respondent believed it was legally obliged to send a trained and certified engineer to the customer.

34. Notwithstanding the Claimant's concerns, evidenced by his WhatsApp messages, DJ remained his nominal line manager. He was in place as line manager and retained that theoretical title albeit prior to the Claimant raising his concerns and even more so at about the time after it, DJ was moving more into senior managerial clerical work and away from hands-on line-management of the engineers. Day-to-day line management fell to PH, the Workshop Foreman; from August 2024 onwards, he was responsible for direct day-to-day line management of all engineers including the Claimant. Given the ambiguity in the regulations, the rejection of the grievance, and the effective shift in line managerial duties the Respondent saw no reason to make a formal decision notifying engineers that DJ was not their line manager; he was in effect still in the line of management responsibility but one removed from the daily duties of the engineers. DJ was neither imposed, nor was he continued in post as line manager of the Claimant, on the ground that he had raised his concerns. The Claimant complains of DJ's line management from 11 September until 18 September 2024 when he, the Claimant, commenced sick leave. During that time DJ had no work interaction with the Claimant and all line management was conducted by PH.

35. The Claimant's last day in work was 16 September 2024. He commenced sick leave on 18 September 2024 and did not return to work before termination of employment. On 18 September he appealed the grievance outcome. The appeal was conducted by Mrs Caroline Pugh, and it was rejected on 17 October 2024 (p278-9).

36. The Claimant had the use of a company van for work purposes only, including travel to and from work. He was allowed to carry his own tools in the van and to store them in the van if required. He also retained in the van a work laptop on which was downloaded specific engineering software that was required for the servicing of agricultural equipment. Because the Claimant was on sick leave and the Respondent had need of the van and laptop, PH telephoned the Claimant on 26 September 2024 to arrange to collect the van and laptop on 27th September. This arrangement was agreed with the Claimant. Because of that need and that agreement PH sent a WhatsApp message to the Claimant on 27 September 20/24 at 11:58 saying that he would collect the van at 2:00 PM (p352). In the light of the earlier arrangement this gave the Claimant a further 2 hour period of notice. The Claimant denied that there was such a conversation on 26 September, however

the Tribunal finds on balance that it is more likely than not the case that there was such a conversation given the contemporaneous WhatsApp conversation of 27 September where the Claimant says that he was still waiting to hear something in writing and he had not yet managed to get his tools out of the van. In any event the Claimant said that he would have the van ready to collect on the following Monday, 30 September 2024.

37. The Claimant contacted Mr Pugh about the arrangements for the collection of the van and Mr Pugh offered help in emptying it. It was agreed that the van would be collected on Monday 30 September, such that the Claimant had notice of the Respondent's need and requirement for four days prior to collection. The reason that the van and laptop was to be collected was that the Respondent needed them for others to use, and the reason for the notice was that this was in accordance with an initial agreement with PH on 26 September and subsequent confirmation of a different agreement with Mr Pugh. Bearing in mind that the dates 27th September and 30th September for collection were both dates canvassed and at one time or another agreed with the Claimant, and the fact that the Claimant had no use of the van or laptop and his suggestion of 30th September was the one agreed upon and acted upon, there was no detriment.

38. Throughout the period August to October 2024 in dealings with the Respondent, and specifically Ms Emma Pugh and the accounts manager YE, the Claimant adopted a very frank, blunt dialogue in which he was explicitly and personally critical of them. The Tribunal finds that he engaged in abrupt, discourteous, and offensive emails. He adopted the same approach in emails to Mr Pugh. Mr Pugh was understanding of the Claimant's frustration with him and with Emma Pugh and did not stand on his or their dignity in relation to them, however he considered that e-mail correspondence with YE had overstepped the mark. The particular e-mail trail that caused Mr Pugh the greatest concern is dated 23 September 2024 (p262 – 264). The Claimant's emails were aggressive and insubordinate. They included what could reasonably be interpreted as a threat. YE had contacted the Claimant in the course of her duties specifically requesting that he did not contact the Respondent's external advisor on the question of certification and training, as this was requested by the external advisor.

39. On 20 November 2024, amongst other things, Mr Pugh notified the Claimant's solicitors that had the Claimant returned to work earlier that week he would have been subjected to disciplinary proceedings in relation to an e-mail dated 23rd September sent to YE. The reason Mr Pugh wrote in these terms is that he sought to protect YE and the standards of the business in a situation where he considered the Claimant's said e-mail correspondence to merit disciplinary proceedings. Had there been disciplinary proceedings there is every reason to believe that the Claimant would have been afforded his statutory rights and been given the opportunity to address the disciplinary concern, such that the comment does not subject the Claimant to a detriment. It was in any event a hypothetical comment because the Claimant had not returned to work and had not been subjected to disciplinary proceedings. There was no detrimental treatment, but even if consideration of disciplinary proceedings in circumstances that did not arise caused the Claimant concern, the reason for it was not that he had raised matters of public interest relating to potential health and safety endangerment or breach of

legal obligation but was his conduct in e-mail correspondence of 23 September 2024. The Respondent made the comment with a view to the protection of an employee who appeared to have been challenged and undermined aggressively when undertaking her duties.

40. Wages claim:

40.1. On 15 March 2024 the Respondent wrote to the Claimant offering him employment as an agricultural engineer (p156) and enclosed a contract of employment with that letter. The Claimant was asked to sign and return both copies of the contract. The contract commences at page 157. It sets out terms and conditions of employment including, at clause 18, the right to make deductions from final salary payments of any sums owed by the Claimant to the Respondent. The signature page is page 164, and it has not been signed by the Claimant. The Claimant's employment commenced on the 25th March 2024 and throughout his employment the parties adhered to the terms and conditions that were sent with the offer letter. At no time during his employment did the Claimant disagree with the terms and conditions of employment.

40.2. During his employment, on three separate occasions, the Claimant purchased plant and equipment from the Respondent. Over time he paid £1,400 towards the total costs leaving an agreed outstanding balance due from him to the Respondent of £1,900. At all material times the Claimant was aware of the debt he owed and his obligation to make repayment; he also knew that there was provision in the contract entitling the Respondent to make a deduction in respect of any monies owed to it from his final salary. The Claimant retained the plant and equipment on termination of employment and did not volunteer payment of the agreed outstanding balance due from him to the Respondent.

The Law

41. **The Wages claim:**

41.1. **Employment Rights Act 1996 (ERA) s.13 Right not to suffer unauthorised deductions**

(1) An employer shall not make a deduction from wages of a worker employed by him unless—

(a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or

(b) the worker has previously signified in writing his agreement or consent to the making of the deduction.

(2) In this section "relevant provision", in relation to a worker's contract, means a provision of the contract comprised—

(a) in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or

(b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.

(3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion.

(4) Subsection (3) does not apply in so far as the deficiency is attributable to an error of any description on the part of the employer affecting the computation by him of the gross amount of the wages properly payable by him to the worker on that occasion.

(5) For the purposes of this section a relevant provision of a worker's contract having effect by virtue of a variation of the contract does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the variation took effect.

(6) For the purposes of this section an agreement or consent signified by a worker does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the agreement or consent was signified.

(7) This section does not affect any other statutory provision by virtue of which a sum payable to a worker by his employer but not constituting "wages" within the meaning of this Part is not to be subject to a deduction at the instance of the employer.

42. **"Whistle blowing" – Detriment claim:**

42.1. **ERA s.43B Disclosures qualifying for protection**

(1) In this Part a "qualifying disclosure" means any disclosure of information which, in the reasonable belief of the worker making the disclosure, is made in the public interest and tends to show one or more of the following—

(a) that a criminal offence has been committed, is being committed or is likely to be committed,

(b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject,

(c) that a miscarriage of justice has occurred, is occurring or is likely to occur,

(d) that the health or safety of any individual has been, is being or is likely to be endangered,

(e) that the environment has been, is being or is likely to be damaged, or

(f) that information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

(2) For the purposes of subsection (1), it is immaterial whether the relevant failure occurred, occurs or would occur in the United Kingdom or elsewhere, and whether the law applying to it is that of the United Kingdom or of any other country or territory.

(3) A disclosure of information is not a qualifying disclosure if the person making the disclosure commits an offence by making it.

(4) A disclosure of information in respect of which a claim to legal professional privilege (or, in Scotland, to confidentiality as between client and professional legal adviser) could be maintained in legal proceedings is not a qualifying disclosure if it is made by a person to whom the information had been disclosed in the course of obtaining legal advice.

(5) In this Part “the relevant failure”, in relation to a qualifying disclosure, means the matter falling within paragraphs (a) to (f) of subsection (1).

42.2 ERA s.47B Protected disclosures detriment.

(1) A worker has the right not to be subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that the worker has made a protected disclosure.

(1A) A worker (“W”) has the right not to be subjected to any detriment by any act, or any deliberate failure to act, done—

(a) by another worker of W's employer in the course of that other worker's employment, or

(b) by an agent of W's employer with the employer's authority,

on the ground that W has made a protected disclosure.

(1B) Where a worker is subjected to detriment by anything done as mentioned in subsection (1A), that thing is treated as also done by the worker's employer.

(1C) For the purposes of subsection (1B), it is immaterial whether the thing is done with the knowledge or approval of the worker's employer.

(1D) In proceedings against W's employer in respect of anything alleged to have been done as mentioned in subsection (1A)(a), it is a defence for the employer to show that the employer took all reasonable steps to prevent the other worker—

(a) from doing that thing, or

(b) from doing anything of that description.

(1E) A worker or agent of W's employer is not liable by reason of subsection (1A) for doing something that subjects W to detriment if—

(a) the worker or agent does that thing in reliance on a statement by the employer that doing it does not contravene this Act, and

(b) it is reasonable for the worker or agent to rely on the statement.

But this does not prevent the employer from being liable by reason of subsection (1B).

(2) This section does not apply where—

(a) the worker is an employee, and

(b) the detriment in question amounts to dismissal (within the meaning of Part X).

(3) For the purposes of this section, and of sections 48 and 49 so far as relating to this section, “worker”, “worker’s contract”, “employment” and “employer” have the extended meaning given by section 43K.

42.3 A Claimant suffers a detriment if they are put at a disadvantage, or where they are treated in a way that he or she might reasonably consider they have been so disadvantaged; they are treated in a way they wish they had not been but the treatment must not be trivial, and it must be something that would be considered a disadvantage to a reasonable worker. Where it is established that a Claimant has made a protected disclosure and has suffered a detriment, the Tribunal must decide the question of causation, that is whether the Claimant was subjected to the said detriment on the ground that they had made the protected disclosure. The test is whether the protected disclosure had a material influence on the employer’s treatment, it need not be the

decisive influence, but it must be more than trivial or minor, that is it played a real part in the employer's actions.

Submissions

43. The Respondent having submitted an opening note revised it briefly to comprise final submissions, which the Tribunal read on 14 January after close of witness evidence.

44. The Claimant made submissions on the 14th January, commencing at 14:16 and ending at 14:18. The Claimant said he raised compliance with health and safety with what he considered to be a reasonable belief it was in the public interest because of statutory regulations and an apparent risk to him and his colleagues; that the Respondent accepted that training was required and the Claimant had clarified that it was needed; despite this the Claimant said that he was treated as if there was a problem with his behaviour rather than that there had been a safety issue. The Claimant said there were no safeguards in place, and he was not given any assurance of safety, and that while such issues were unresolved the line manager continued in post. The Claimant submitted that he was subjected to the detriments alleged by him and that deductions were made from his final wages without a signed contract and without legal authority.

45. The Respondent's Counsel made brief reply to clarify that he did not say the Respondent conceded training was required, but merely that training was put in place as best practise.

Application of Law to Facts - Judgment:

46. The Claimant believed, with good reason, that engineers working on tractor AC Compressors required training and certification as legal requirements, in the interests of health and safety. There is uncertainty as to whether the Regulations in question apply to tractors such as those being worked on by the Respondent's engineers. It seems that the Regulations concern environmental protection, but either way the Claimant's misunderstanding of that aspect is understandable and reasonable. His belief was genuine. The Claimant also believed that it would be unsafe and a breach of legal obligations to employees to require his colleagues to undertake such work without training and certification.

47. Although his initial message to DJ, PD/1, is only an enquiry and does not disclose information, PD/2 probably does make a disclosure. Whether or not PD/2 amounts to a protected disclosure, the Tribunal finds that his message to Mr Pugh at p170, PD/3, is one. The Tribunal is satisfied that at least one, and probably two, protected disclosures were made but there is little reason to spend more time on that analysis given what the Respondent did or did not do, on the grounds of PD2 and PD3.

48. The Respondent took the Claimant's concerns very seriously. It investigated the matter diligently and conscientiously, with alacrity. It appreciated the Claimant raising the matter and said so; it was not paying lip-service either. The Respondent has taken up the matter with two expert advisors and with City & Guilds. It deployed trained and certified engineers to carry out the disputed work, and it immediately

put in place precautionary training as best practice. The Respondent tried repeatedly to re-assure the Claimant. The Claimant was intransigent and obstructive to efforts made by the Respondent to avoid any issue or unpleasantness between them. The supportive steps taken by the Respondent do not in themselves mean that it did not also subject the Claimant to detriments, but its good faith is corroborative evidence that it did not. We find that the Respondent was very understanding and accommodating of the Claimant and went to considerable lengths to satisfy him. It did not subject the Claimant to any detriments, let alone any on the ground of his having made protected disclosures. The claimed detriments were not all detrimental to the Claimant, and none was on the grounds, or materially influenced by, disclosures. The Respondent acted as it did towards the Claimant in its efforts to manage its business efficiently, regardless of the one or two disclosures we have found were made.

49. The Issues addressed specifically:

49.1. Did the Claimant make one or more qualifying disclosures as defined in section 43B of the Employment Rights Act 1996? The Tribunal will decide: What did the Claimant say or write? When? To whom? It is agreed that the Claimant made the following disclosures by text message on the 21 August 2024:

49.1.1. "Who Is actually qualified with a Certificate to use the Air-Con machine??" (17.14 hours to Mr Jones) (PD/1). This is a question. It does not disclose information. It is not a protected disclosure.

49.1.2. "To be totally honest, Darren, you told me to crack off the pipes on a high pressure AC system.... that's a big NO!! AC systems require specialist training and certificates neither of which I have. Please don't ask me to do underhand shit like that again mate! By Law, you need to have someone qualified so I won't be touching any AC system!" (17.32 hours to Mr Jones) (PD/2); the Claimant said that training and certification was required, that the engineer had to be qualified, which he belied to be the case, and he further disclosed that he had neither. There are Regulations that may have been applicable and may be so; it is a "grey area". If the Regulations applied then breach may amount to a breach of legal obligations to employees and to customers, matters of potential public interest. The Claimant may have been wrong as to whether the Regulations were for health and safety or environmental protection, but in the circumstances, we find any confusion was understandable and his belief reasonable.

49.1.3. "Evening Robert it's Ben. I was told yesterday by my Service manager to (quote) "disconnect the pipes and see if there is a grey paste inside them". He was referring to the high pressure Air Con pipes on a Massey tractor which had not been de-pressurised. Could you please explain to Darren how illegal and dangerous that is! It wouldn't sit well in court for any of us if something happened to go wrong. Thanks Ben" (19.06 hours to Mr Pugh) (P/D3). The Claimant told his employer, through its Managing Director, about the instruction given to him which he believed to

be “illegal and dangerous”; that is a disclosure of information. He referred to the risk, including of legal proceedings and to colleagues (“any of us”). The Tribunal finds that he made a protected disclosure with PD/3, notwithstanding that he may have been wrong if tractors were exempted and the Regulations were about environmental protection not personal health and safety.

49.1.4. Did they disclose information? PD2 and PD3 do, yes.

49.1.5. Did they believe the disclosure of information was made in the public interest? Yes, as explained above.

49.1.6. Was that belief reasonable? The whole matter is a grey area, and we find that the Claimant’s belief was reasonable.

49.1.7. Did they believe it tended to show that:

49.1.7.1. That there had been a breach of a legal obligation? Yes; he was adamant and remains intransigent on that point.

49.1.7.2. That the health or safety of any individual had been, was being or was likely to be endangered. Yes; he was adamant and remains intransigent on that point.

49.1.8. Was that belief reasonable? It was reasonable at the time he made his disclosures, but not so when he refused to accept the Respondent’s explanations and actions. He would not take notice of anything he was told and would not accept any precautionary or remedial steps taken.

49.2. If the Claimant made a qualifying disclosure, it was a protected disclosure because it was made to the Claimant’s employer.

50. Detriment (Employment Rights Act 1996 section 48)

50.1. Did the Respondent do the following things:

50.1.1. Requiring the Claimant to continue to work under Darren Jones from 11 September 2024 onwards; Nominally yes, albeit DJ did not in fact line manage the Claimant during the period.

50.1.2. Gave the Claimant two hours’ notice to empty his van for collection on 27 September 2024 while he was signed off work; [ultimately the van was collected on 30th September 2024 – it is the short notice that the Claimant objects to] The Respondent agreed a date for collection of the van with the Claimant and subsequently suggested it would be in the afternoon, effectively a 2-hour notice period on a previously agreed day. PH merely confirmed a proposed collection time, but it was varied by agreement, and the Claimant had four day’s notice. Proposing a time was not a detriment, not least because it gave the Claimant an opportunity to

suggest an alternative, which he did, and which was agreed upon to his benefit.

50.1.3. Robert Pugh contacted the Claimant via letter on 20 November 2024 to tell him that he would be facing an investigation when the Claimant returned to work for saying "last warning" in an email to Yvette Evans on 23 September 2024? The Respondent said it would have commenced proceedings if the Claimant had returned to work on a given past date. He did not return on that date. He was not subjected to proceedings. The comment was in retrospect, and it was hypothetical; it was not a threat of future contingent proceedings. It was not detriment; but even if we are wrong on that please see below concerning causation.

50.1.4. By doing so, did it subject the Claimant to detriment? The Claimant was not subjected to any detriment, but even if we are wrong on that please see below concerning causation.

50.2 If so, was it done on the ground that they made a protected disclosure? There was no detriment, but in any event the Respondent did not do any of the alleged acts on the ground that the Claimant had made a protected disclosure or disclosures. Line management on a day-to-day basis had been changed by virtue of altering DJ's commitments regardless of the Claimant's concerns. The van and laptop were required for business purposes by the Respondent but not by the Claimant. The Claimant did not return to work on the date suggested by the Respondent that would have been the date for consideration of disciplinary proceedings, and therefore disciplinary proceedings did not arise, and the Claimant was not threatened with them upon any later return to work. The only action taken by the Respondent on the grounds of the Claimant's protected disclosures was positive, and to address the concerns appropriately in good faith, with re-assurance for the Claimant that he had been taken seriously.

51. Remedy Issues: Judge Sharp listed potential remedy issues but as the Claimant's claims failed, these issues were not addressed.

52. The Issue in respect of the amendment to the claim to add a Wages claim: Did the Respondent make unauthorised deductions from the Claimant's wages and if so, how much was deducted? The parties worked to a provided set of written particulars of employment, a contract. In accordance with the handbook and contractual terms the Claimant purchased plant and equipment from the Respondent. Both parties knew that a balance was outstanding and due from the Claimant to the Respondent, and the sum outstanding was agreed. Both parties knew that under the terms of the contract and the practises and procedures in place at the time of the Claimant's employment, that any outstanding balance due on the termination of employment could be deducted from final salary. The Respondent deducted the balance due to it from the Claimant's final salary. The deduction was made in accordance with a provision of the Claimant's contract. There was no need for a previously signed authorisation because the deduction was made by virtue of a relevant provision of the contract. There is no requirement for the relevant

provision or contract to be signed by the parties. The Tribunal found that there was a contract and it included the provision authorising the deduction that was made.

Approved by:

Employment Judge T Vincent Ryan

2 February 2026

Judgment sent to the parties on:

14 April 2026

For the Tribunal:

Miriam Drake

Notes

Judgments (apart from judgments under rule 51) and reasons for the judgments are published, in full, online at www.gov.uk/employment-Tribunal-decisions shortly after a copy has been sent to the Claimant(s) and Respondent(s) in a case.

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 at www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/

APPENDIX 1

Claim No: 6019590/2024

IN THE WALES EMPLOYMENT TRIBUNAL

BETWEEN

MR BENJAMIN HOLMES

Claimant

-and-

RVW PUGH LIMITED

Respondent

CHRONOLOGY

KEY

Items in blue are alleged disclosures contained in the list of issues, found at page [92] of the bundle.

Items in green are alleged detriments contained in the list of issues, found at page [92] of the bundle.

Date	Event	Page
8 December 1991	Claimant D.O.B	
July 2022	Employee Handbook	**106-146**
15 March 2024	Employment Offer Letter (Agricultural Engineer) Contract of Employment	**155-156** **157-165**
25 March 2024	Employment begins.	**30**

13 July 2024	"*Mission failed*" email from Claimant.	**166**
19 August 2024	Text messages between Claimant and Darren JONES	**167**
21 August 2024	**[PD/1]** "*Who Is actually qualified with a Certificate to use the AirCon machine??*" (17.14 hours to Mr Darren JONES); **[PD/2]** "*To be totally honest, Darren, you told me to crack off the pipes on a high pressure AC system.... that's a big NO!! AC systems require specialist training and certificates neither of which I have. Please don't ask me to do underhand shit like that again mate! By Law, you need to have someone qualified so I won't be touching any AC system!*" (17.32 hours to Mr JONES); **[PD/3]** "*Evening Robert it's Ben. I was told yesterday by my Service manager to (quote) "disconnect the pipes and see if there is a grey paste inside them". He was referring to the high pressure Air Con pipes on a Massey tractor which had not been de-pressurised. Could you please explain to Darren how illegal and dangerous that is! It wouldn't sit well in court for any of us if something happened to go wrong. Thanks Ben*" (19.06 hours to Mr Robert PUGH)	**169** **169** **170**
22 August 2024	Text response from Mr Robert PUGH (09.13 hours)	**171**
4 September 2024	Further text message from Claimant to Mr Robert PUGH	**172-173**
5 September 2024	Grievance Letter from Claimant	**174**
9 September 2024	Letter to Claimant confirming grievance hearing on 10.09.24	**175**
10 September 2024	Grievance investigation meeting with Claimant Claimant submits sequence of events. Grievance investigation meeting with Mr Darren JONES Grievance investigation meeting with Mr Robert PUGH	**176-177** **178** **179-180** **181**
11 September 2024	**DT/1 - Requiring the Claimant to continue to work under Darren JONES from 11 September 2024 onwards**	

	Claimant email "*Urgent*" to Emma PUGH (15.24 hours)	**182-183**
	Emma PUGH email to Claimant (17.28 hours)	**185**
12 September 2024	Claimant email "*Urgent*" to Emma PUGH (06.51 hours)	**185**
	Grievance Outcome Meeting with Claimant	**192-193**
	Grievance Outcome Meeting with Mr Darren JONES	**194**
	Grievance Outcome Letter	**195-196**
	Claimant email "*Urgent*" to Emma PUGH (16.21 hours)	**186**
	Claimant email "*Urgent*" to Emma PUGH (16.55 hours)	**186**
	Claimant email "*HSE*" to Emma PUGH (17.23 hours)	**187-189**
	Claimant email to Emma PUGH (18.44 hours)	**190**
	Emma PUGH email to Claimant (18.44 hours)	**190**
	Claimant email to Emma PUGH (18.55 hours)	**190**
13 September 2024	Claimant email "*Last Opportunity*" to Emma PUGH (08.00 hours)	**197**
	Emma PUGH "*Copies of EU- F-Gas Regulation Guidanc*e" email to Claimant (14.23 hours)	**198-207**
	Claimants reply to Copies of EU- F-Gas Regulation Guidance email from Emma PUGH (15.11 hours)	**208**
	Claimant email to Emma PUGH (15.21 hours)	**209-211**
	Claimant email "*legal or illegal*" to Emma PUGH (15.25 hours)	**209**
	Claimant email to Emma PUGH (15.35 hours)	**212**
	Claimant email "*solution*" to Emma PUGH (16.23 hours)	**213**
	Claimant email "*solution*" to Emma PUGH (16.37 hours)	**214**
	Emma PUGH email to Claimant (17.26 hours)	**215**
	Claimant email "*Re: emails*" to Emma PUGH (18.20 hours)	**215**
		217-218

	Meeting with Claimant to discuss grievance outcome and legislative requirements.	
16 September 2024	Email from Mark CREIGHTON (WorkNest) to Yvette EVANS offering H&S support (10.05 hours) Email from Yvette EVANS to Mark CREIGHTON (WorkNest) seeking H&S support (17.37 hours) Claimant's last day of attendance at work	**250** **249** **RP, §28**
18 September 2024	Email from Derek HILLIER (WorkNest) to Yvette EVANS regarding H&S Support (09.24 hours) Email from Mr Robert PUGH to Claimant "*Gas Grievance*" forwarding email from Derek HILLIER and offering training (14.20 hours) Email from Claimant to Mr Robert PUGH appealing grievance outcome (18.47 hours) Grievance Appeal Letter Email from Claimant to Derek HILLIER (WorkNest) (20.18 hours) Email from Claimant "*READ THE RED*" to Mr Robert PUGH (21.39 hours) Email from Claimant "*F Gas Grievance*" to Mr Robert PUGH:- (21.43 hours) (21.45 hours) (21.46 hours) (21.47 hours) (21.49 hours) (21.50 hours) (21.51 hours) (21.52 hours) (21.53 hours) (21.54 hours) (21.57 hours) *"You have also failed to wake up!"* Claimant text to Mr Robert PUGH "*I will not be at work for the rest of the week because I want this to go to court now so need to get solicitors sorted. Ridiculous!"*	**219-221** **219** **222** **223** **242** **225** **228** **231** **232** **233** **234** **235** **236** **237** **238** **239** **240** **520**

19 September 2024	Email from Derek HILLIER (WorkNest) regarding query from Claimant (09.27 hours)	**241**
	Email from Yvette EVANS to Derek HILLIER (WorkNest) concerning Claimant's queries (11.51 hours)	**244**
	Email from Mark CREIGHTON (WorkNest) to Yvette EVANS refusing to deal with Claimant (12.02 hours)	**243**
	Email from Yvette EVANS to Mark CREIGHTON (WorkNest) in reply (13.09 hours)	**243**
	Email from Yvette EVANS to Claimant him not to contact WorkNest directly (17.36 hours)	**259**
	Email from Yvette EVANS (21.39 hours)	**260**
	EC Starts	**5**
20 September 2024	Deadline for grievance appeal	**195-196**
	Grievance Appeal Acknowledgement Letter from Emma PUGH	**261**
23 September 2024	Email from Claimant to Yvette EVANS "*you do not have the authority to tell me what to do and who I can or cant speak to…do not email me again*" (14.27 hours)	**262**
	Email from Yvette EVANS to Claimant reiterating instruction not to contact WorkNest directly (14.41 hours)	**262**
	Email from Claimant to Yvette EVANS "*do not email me again...Last Warning!*" (15.26 hours)	**262**
	Email from Mr Robert PUGH to Claimant "*Ben. I understand Yvette is only following Derek's request"* (15.52 hours)	**264**
	Email from Claimant to Mr Robert PUGH "*I don't care She has proven un-trustworthy as a representative of HR !!!! So anything she says is irrelevant to me and I will not do as she tells me!! FACT!!!"* (15.57 hours)	**264**
	Claimant commences sickness absence	
	EC Ends [Cert: R251422/24/03]	**5**

26 September 2024	Workshop Foreman (Phil HEATH) requests return of company van from the Claimant. Claimant confirmed that he was happy for the Respondent to collect the Company Van on the afternoon of 27 September 2024.	**RP, §41 301**
27 September 2024	**DT/2 -** *Gave the Claimant two hours' notice to empty his van for collection on 27 September 2024 while he was signed off work; [ultimately the van was collected on 30th September 2024 – it is the short notice that the Claimant objects to]*	**92**
17 October 2024	Grievance Appeal Letter from Caroline PUGH	**278-279**
12 November 2024	Letter from Monaco Solicitors to Respondent	**280-283**
20 November 2024	**DT/3 -** *Robert Pugh contacted the Claimant via letter on 20 November 2024 to tell him that he would be facing an investigation when the Claimant returned to work for saying "last warning" in an email to Yvette Evans on 23 September 2024?*	**284; 92**
23 November 2024	ET1 Issued [6019590/2024]	**6**
6 December 2024	Notice of Claim issued; Notice of Preliminary Hearing (14 February 2025)	**22-27**
18 December 2024	Emails between Claimant and Caroline PUGH regarding Claimant's 'resignation'	**285**
20 December 2024	ET3 Response Form and Grounds of Resistance submitted; Claimant's application to strike out.	**28-42** **43-48**
30 December 2024	Email from Employment Tribunal to parties.	**49**
20 January 2025	Disability & Additional Information Directions from Tribunal	**50-53**
24 January 2025	Claimant Disability Response Claimant Additional Information Response	**54-69** **70-82**
14 February 2025	Preliminary Hearing held before Employment Judge C SHARP	**84**
17 February 2025	Judgment (upon withdrawal) re disability discrimination Case Management Orders	**83** **84-95**

4 March 2025	Notice of Final Hearing issued	**96-97**
7 March 2025	Amended Grounds of Resistance submitted.	**98-105**
1 October 2025	Caroline PUGH Witness Statement	
2 October 2025	Robert PUGH Witness Statement Emma PUGH Witness Statement	
3 October 2025	Claimant's Witness Statement	
13-15 January 2026	Final Hearing	

APPENDIX 2

Claim No: 6019590/2024

IN THE WALES EMPLOYMENT TRIBUNAL

BETWEEN

MR BENJAMIN HOLMES

Claimant

-and-

RVW PUGH LIMITED

Respondent

[R] CAST LIST

Initials	Name	Involvement	Calling
C	Benjamin HOLMES	Claimant, Ex-Agricultural Engineer for Respondent.	**Y**
RP	Robert PUGH	Managing Director	**Y**
CP	Caroline PUGH	Director, Grievance Appeal Manager	**Y**
EP	Emma PUGH	Business Manager, Grievance Manager	**Y**
DJ	Darren JONES	Workshop Manager, Claimant's line manager.	**N**
YE	Yvette EVANS	Accounts Manager	**N**
RR	Ros ROBERTS	Personal Assistant to RP	**N**
DH	Derek HILLIER	Regional Health & Safety Manager at Worknest.	**N**
MC	Mark CREIGHTON	Business Manager at Worknest	**N**

SW	Sam WRIGHT	Agricultural Engineer	**N**
PH	Phil HEATH	Workshop Foreman	**N**
MB	Mike BESWICK	Group Sales Manager at AP Air Europe Ltd	**N**
PH	Paul HALL	Head of Training at AP Air Europe Ltd	**N**