EMPLOYMENT TRIBUNALS

Claimant: Mr Willliam Harvey

Respondent: Thor Companies Ltd

Heard at: London South by CVP **On:** 18 February 2026

Before: Employment Judge Martin sitting alone

REPRESENTATION:

Claimant: Ms B Brownstone – Lay representative and friend
Respondent: Ms Clarke - Counsel

JUDGMENT ON INTERIM RELIEF APPLICATION

The Claimant's application for interim relief is not successful and is dismissed

REASONS

1. Judge Martin apologises for the delay in completing this judgment and reasons. This is for reasons notified separately to the parties.

2. This hearing concerned an application for interim relief made by the Claimant in his claim form presented on 27 January 2026. The Claimant was given notice of termination of his employment on I December 2025 which expired on 21 January 2026. His application for interim relief was brought in time. .

3. It is the Claimant's case that he made one protected disclosure on 31 October 2025 and that his dismissal was as a result of making it. He asks for a continuation of contract order to be made.

The Hearing

4. I had before me very bundles from both the Claimant and the Respondent. The respondent provided a written skeleton argument and draft grounds of resistance. I had a witness statement from Ms Jenny Godblom for the Respondent. Both parties presented their submissions orally. I reserved judgment so I could consider the documents in more detail in order to be able to make an assessment on the likelihood of success at a final hearing. The parties' submissions and the documents were considered in some detail. I am grateful for the reading lists provided by both parties.

5. No oral evidence was heard; my decision was based on a broad assessment of the papers and submissions made.

Issues

6. The issue for the Tribunal was whether under section 129 of the Employment Rights Act 1996 it appeared that it was likely that on determining the complaint to which the application related, the Tribunal will find that the reason (or if more than one the principal reason) for the dismissal was that specified in section 103A - namely that the Claimant had made a protected disclosure under section 43B of the same Act. It follows that the claimant must be able to show that the disclosure was capable of being protected and also a causal connection between the disclosure and the termination of his employment.

The law

7. The respondent set out accurate reflection of the law in its submissions which I noted. The claimant also referred to some case law which is also included in the respondent submissions. A summary of the relevant law is set out below.

8. Section 128 of the Employment Rights Act 1996 provides that an employee who presents a complaint to an employment tribunal that he has been unfairly dismissed and that the reason (or if more than one the principal reason) for the dismissal is one of those specified in - ….section 103A….may apply to the tribunal for interim relief.

9. Section 43B provides that a qualifying disclosure means any disclosure of information which, in the reasonable belief of the worker making the disclosure, tends to show one or more of the matters listed in sub-sections (a)-(f). Section 43C of the ERA requires the disclosure to be made in good faith.

10. Section 43B of the Employment Rights Act 1996 sets out the types of disclosure 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, 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, or is likely to be deliberately concealed.

11. An application for Interim Relief will be granted where, on hearing the application, it appears to the tribunal that it is likely that on determining the complaint to which the application relates, a tribunal will find that the reason for dismissal is the prohibited reason relied on (*s163 TULRCA*)

12. The case of **Taplin v Shippam Ltd (1978) ICR 1068 EAT** defines "likely" in this context as a "*pretty good chance of success*". That test has recently been re-affirmed in the case of **Dandpat v The University of Bath and Others UKEAT/0408/09/LA**

13. The standard of proof required is greater than the balance of probability test to be applied at the full hearing. The EAT recognised in ***Dandpat*** that such a high burden of proof is necessary as the granting of such relief will prejudice a Respondent, who will be obliged to treat the contract as continuing until the conclusion of the proceedings. Such a consequence should therefore not be imposed lightly.

14. The word "likely" goes beyond a finding of reasonable prospects of success. As set out in Ministry of Justice v Sarfraz [2011] IRLR 562: "*In this context 'likely' does not mean simply 'more likely than not' – that is at least 51% - but connotes a significantly higher degree of likelihood".*

15. Paragraph 14 sets out guidelines for the Tribunal to consider in this type of application.

> *"I have to decide that it was likely that at the final hearing the Tribunal will find five things: That the Claimant had made a disclosure to his employer; That they believed the disclosure tended to show one or more of the things itemised at (a) to (f) under section 43B(1); 1. That the Claimant had made a disclosure to his employer; 2. that the belief was reasonable; 3.that the disclosure was*

made in good faith; and 4. that the disclosure was the principal reason for his dismissal."

16. **Cavendish Munro Professional Risks Management Limited –v- Mr Geduld** [2009] UKEAT/0195/09 deals with what amounts to a protective disclosure.

17. My role is not to make findings of fact but to make a broad assessment on whether the Claimant's claim as presented to me in this hearing has a pretty good chance of success. I followed the approach set out in Al Qasimi v Robinson EAT 0283/17:

> *"By its nature, the application had to be determined expeditiously and on a summary basis. The [tribunal] had to do the best it could with such material as the parties had been able to deploy at short notice and to make as good an assessment as it felt able. The employment judge also had to be careful to avoid making findings that might tie the hands of the [tribunal] ultimately charged with the final determination of the merits of the points raised. His task was thus very much an impressionistic one: to form a view as to how the matter looked, as to whether the claimant had a pretty good chance and was likely to make out her case, and to explain the conclusion reached on that basis; not in an over-formulistic way but giving the essential gist of his reasoning, sufficient to let the parties know why the application had succeeded or failed given the issues raised and the test that had to be applied".*

The hearing

18. I heard first from the claimant and then the respondent. From my preliminary reading I could not determine what the claimant was relying on as his protected disclosure or disclosures. Despite asking at the outset for confirmation of what the alleged protected disclosures were, and the claimant attempting to answer this question, there was still substantial confusion on the claimant's part. After approximately one hour of submissions from the claimant, I decided to adjourn the hearing to allow him time to consider what the disclosure or disclosures were that he was relying on. I then adjourned again to give more time for him to consider s43B Employment Rights Act 1996 and identify what part he was relying on. Although initially saying there were two disclosures relied on, in fact there was only one which was not one of the disclosures the claimant mentioned when I initially asked him to clarify them. I checked carefully with the claimant that this was the only disclosure relied on and he confirmed that it was. This was a communication made on 31 October 2025.

19. The claimant said that he had made an application to amend his claim to include further disclosures. There was a document titled 'Particulars of Claim' in the claimant's bundle. The application to amend had for obvious reasons not been determined. I refused to hear the application to amend and directed that my consideration would be on the pleaded case only. This hearing had been listed for three hours and the documentation was extensive. I told the

claimant that this did not preclude an amendment application being heard at a future hearing, most likely a preliminary hearing which will be listed once the respondent presents its response.

20. Ms Godbold's witness statement sets out the claimant's employment history:

"Will commenced employment with Thor on a full-time basis on 10 October 2022. When Will first joined Thor, he was employed in the role of Learning and Development (L&D) Specialist. With effect from 1 October 2024, Will became L&D Manager. L&D roles are part of our "back office" team, i.e. they're not client / candidate facing roles and they don't earn revenue.

During the course of 2025, Will expressed a desire to move to a new role with Thor. In conjunction, it had been from around early 2024, that Will had been transparent about wanting to leave Thor in the future and set up his own business elsewhere. Whilst we knew that this had always remained a possibility, and this change in role was we thought, at least in part, based on his personal plans to depart in the future, we were happy to consider a change of role and to endorse it as a development opportunity. Following a transitioning from around March 2025, that change did then come into effect from around early June 2025, when Will transitioned into the Life Sciences EU team, in a role as "billing manager", equivalent of Manager level in the Company's career ladder (Manager TLS EU). An inadvertent administrative error led to Will not being provided with an updated contract, but his existing salary and notice period, of £70,000 and 12 weeks respectively, were honoured in the new role".

21. It is the claimant's case that he made a protected disclosure on 31 October 2025 and that because of this the respondent wanted to place him on a performance improvement plan (PIP), decided to terminate his employment and threatened him. The respondent denies this.

22. The document relied on as a protected disclosure was in the respondent's bundle at page 108. It is reproduced below:

From: William Harvey
Sent: 31 October 2025 09:12
To: Dalia Prackailaite ; Chris Singleton
Subject: Yesterday's meeting summary

Dear Chris and Dalia,

Further to my email yesterday and conversations at home, please could you confirm receipt of my previous email. I'd be grateful for a response before the weekend regarding this and next steps.

I know we discussed this yesterday, but with further conversations and the situation fitting the definition of redundancy as outlined in my summary, I want to make sure any process we need to follow is documented appropriately.

Our discussion confirmed that while there is still a role for me, the business has decided there is no longer a need for a manager within the team due to the reduced team size following Toby's resignation and the challenging Pharma market over the past six months.

I am not currently subject to any performance management process, nor have I been during my employment at Thor or throughout my career. You advised that I may either choose to resign or remain at Thor but would then be placed on an immediate PiP, with termination being the likely outcome should expectations not be met. It is unclear to me how I could be subject to a PiP without prior discussion or documentation of any performance concerns.

We also discussed that approximately 35–40% of the workforce will be subject to a PiP. I understand this forms part of the broader review process, but it reinforces the importance of involving HR on my part and ensuring that any next steps are handled fairly and transparently in line with good practice and my three years' service.

Given the potential implications of either outcome on my home life and financial planning, I would appreciate confirmation of receipt and the summary provided.

Many thanks,"

23. This email refers to a previous email which I did not consider as it was not identified as being a disclosure relied on.

24. The first part of my assessment was whether the claimant has a pretty good chance at a final hearing of showing that this email constitutes a protected disclosure. I asked the claimant to address me on the constituent elements of a protected disclosure having adjourned so consideration could be given to s43B Employment Rights Act 1996. The claimant was not able to do so with any particularity.

25. My finding is that the Claimant has not shown that he has a pretty good chance of proving he made a protected disclosure. From my reading of the document relied on as a protected disclosure, this refers to a previous conversation and to the claimant's role within the respondent. There is no mention of the matters set out in Section 43B of the Employment Rights Act a – f. I am not satisfied that the document relies on fulfils the requirements for a disclosure to be protected. Further I do not find that the claimant has a pretty good chance of showing that the disclosure was in the public interest. It appears to relate to his employment situation only. Whilst there is reference to others being placed on a PiP procedure, this appears to be in the context of his own situation.

26. I also considered the case in the alternative, namely on the basis that I had found that the disclosure was a protected disclosure. The question here is whether the claimant had a pretty good chance of showing that the reason for dismissal was because he made the disclosure. The letter dated 1 December 2025, terminating the Claimant's employment said:

> *"Further to our meeting today, I am writing to confirm that your employment with Whitby Wood Limited has been terminated on the grounds of performance with immediate effect.*

As was explained to you during our meeting, it has been determined that your approach to projects is excessively technical to the detriment of effective and efficient collaboration with both external and internal clients".

27. The Respondent produced a bundle in which were a series of emails which appeared to show problems with the Claimant's relationship with external and internal clients. There was a teams message thread indicating that colleagues did not like working with the Claimant. This was also reflected in some emails in the bundle. Whilst I accept the Claimant's submission that this email chain represented only a small proportion of emails; on a broad assessment they do seem to indicate that people found him difficult to work with. I can only make my decision based on the evidence before me and not on other documents which may or may not be relevant or determinative at a final hearing. It is clear that performance issues had been raised before the communication of 31 October 2025.

28. The Claimant points to the proximity of the dismissal to the disclosure. Initially the claimant relied on disclosures made between 15 October and 29 October 2025. Ultimately, after giving him time to consider what the disclosures were that he relied on the claimant said he relied on the one set out above dated 31 October 2025. The dismissal took place on 1 December 2025. I note from Mr Visari's witness statement that he was on leave between 31 October and 10 November 2025.

29. The Claimant points to the meeting on 1 December 2025 which he said was unexpected and resulted in the termination of his employment without any explanation. However, on his own case, he left the meeting immediately he saw a representative from HR with Mr Vizari there was consequently no opportunity for any discussion. He was handed a letter as he left. He gave the respondent no opportunity to discuss matters with him. The letter had been pre-written, and from its contents shows that it had been envisaged that there would be a discussion about the reasons for termination of the claimant's employment. This did not happen because the Claimant refused to engage with the meeting. In my broad assessment, this does add anything to the Claimant's assertion that the only reason for the termination of his employment was because he made a protected disclosure.

30. I do not find that the Claimant has shown he has a pretty good chance of showing a causal relationship between any protected disclosure (on the basis that he shows they were protected disclosures) and the termination of his employment. The evidence I was shown points to there being another potentially valid reason for dismissal.

31. The Claimant has set out in his claim form and witness statement generalised complaints of being shut out, given "*the silent treatment*" and being excluded. There is no specificity to these complaints. His claim form says:

"5. Detrimental Treatment After Making Protected Disclosures

5.1 Immediately following my disclosures, my treatment at work changed significantly and I experienced a distressing work environment, where I faced:
(a) silent treatment;
(b) increasing exclusion from project and communications;
(c) denied access or deprived of information required to perform my role;
(d) my manager largely withdrawing engagement for approximately five weeks leading up to my dismissal.

5.3 These in my opinion were retaliatory in nature and had a detrimental impact on my ability to carry out my duties.

32. It is unclear to me whether this is a separate detriment claim or whether it is background to Him assertion that the reason for dismissal was because of him making protected disclosures. Assuming it is a separate detriment claim I have concluded on the basis of what is before me that I do not find that the Claimant has shown a pretty good chance in succeeding in a detriment claim at a final hearing.

33. I am therefore unable to conclude that the claimant had a pretty good chance of showing he was dismissed because of making a protected disclosure. I concluded that this is something that can only be resolved with live evidence and is not something I can resolve today or be able to assess the Claimant's chances of success in showing that the reason for dismissal was the protected disclosures he alleges to have made. To make a continuation of employment order is a serious matter (I informed the parties that I was not taking into account the current long wait for a final hearing) and I have to be convinced that the Claimant has shown he has a pretty good chance of success. Whilst what I have set out above may not address each and every point made by the Claimant, what is set out above is sufficient for me to conclude on a broad assessment, that the Claimant has not shown a pretty good chance of success and I have concluded that his application for interim relief is dismissed.

Approved by:

Employment Judge Martin

6 May 2026

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/