EMPLOYMENT TRIBUNALS

Claimant: **Mr Michael Yates**

Respondent: **KAMMAC LIMITED**

Heard at: Manchester **On:** **18 February & 18 March 2026**

Before: Tribunal Judge Holt
(sitting alone)

REPRESENTATION:

Claimant: The Claimant was a litigant in person and his partner Ms Mazule-Kalninam acted as his advocate
Respondent: Mr R Pickard (Counsel)

WRITTEN REASONS

This document sets out my written reasons pursuant to the extempore Judgment delivered to the parties on 18 March 2026.

The formal Judgment of the Tribunal was that the Claimant's claims are unfounded. The Claimant's claims are dismissed for:

1. Breach of contract**: The Claim fails and is dismissed.**
2. Unfair dismissal**: The Claimant did not have two years' service.**
3. Wrongful dismissal**: The Claim fails and is dismissed.**
4. Unlawful deduction from wages**: The Claim fails and is dismissed.**
5. Failure to comply with a subject access request: **The Tribunal has no jurisdiction over such claims.**

REASONS

Introduction

1. The Claimant presented an ET1 claim form which was received by the Tribunal on 24 June 2025 following an ACAS certificate issued on 16 June 2025. The ET1 form made reference to, and was supported by, a detailed document headed "*statement in support of a tribunal claim against respondent Kammac Ltd*" dated 23 June 2025.

2. The Respondent is a company which specialises in logistics. They employed 410 people at the relevant time. They are based at a commercial address in Skelmersdale. Their ET3 response was dated 13 October 2025 and appended a detailed document headed "*grounds of resistance*".

Background

3. The Claimant's date of birth is 8 July 1978. At the relevant time in March 2025, he was head of transport at the Respondent's company earning £68,000 per annum. He was employed between 9 May 2023 and 25 March 2025 and so it can immediately be seen that he had not completed two continuous years of employment.

4. The context of this case is that, in around 12/13 March 2025 the Claimant was issued with a change of job title. The background is that the company were facing changes and planning their business on an alternative basis and had decided to make redundancies. The Respondent's case is that the Claimant's position became redundant, and so he was made redundant. He was, nevertheless, required to work his three months' notice period. At the same time, however, the Respondent told the Claimant that, at the end of the three-month period, he would be rehired with a new job title. The above was all due to a business reorganisation and the Respondent's case is that the Claimant was made redundant for what is termed in employment law "*another substantial reason*".

5. Following the redundancy the Claimant went on a short period of pre-arranged leave. Immediately after this leave, the Claimant went on sick leave on 17 March 2025. On 18 March 2025, the Claimant's line manager Chris Jewel was given access to the Claimant's work email to ensure that no important or urgent emails were missed. While accessing the Claimant's work email, Mr Jewell noticed activity on the email address that suggested that the Claimant had sent an email containing confidential and sensitive client information to his personal email address. Mr Jewell notified the Respondent's Human Resources department of his findings and suspicions immediately. Consequently, Adam Kenny (Head of Operations) was appointed to investigate what Mr Jewell had reported. During his investigation Mr Kenny identified what he believed to be two further emails which contained confidential and sensitive client information that had been sent from the Claimant's work email address to his personal email address.

6. On 21 March 2025 the Claimant was sent an invitation to a disciplinary hearing scheduled for 24 March 2025. The Claimant was informed that the allegation to be discussed at the hearing was "*Serious and deliberate breach of Company Policy – Acceptable Use Policy*". The meeting was rescheduled and took place on 25 March

2026. The Claimant did not attend the rescheduled disciplinary hearing, did not provide written representation or send a proxy and therefore the hearing was held in his absence.

7. At the disciplinary hearing, having reviewed the evidence, a decision was made to dismiss the Claimant. The Claimant was informed that he had been summarily dismissed for gross misconduct via letter which was emailed to him on 25 March 2025. The letter set out that the reason for his dismissal was that the evidence collected during the investigation supported the allegation against him.

8. The Respondent asserts that this amounted to a repudiatory breach by the Claimant and that it occurred within the Claimant's notice period.

9. In his statement in support of the ET1 the Claimant said that he was claiming a wrongful dismissal due to the Respondent *"falsely stating a gross misconduct as a permissible reason for termination of my contract of employment and due to failure to pay notice in the amount of £17,000.00 gross based on incorrect allegations of gross misconduct*." The Claimant alleged that it was his belief that his employment was terminated for reasons unrelated to legitimate conduct issues. He also highlighted that he believed that his dismissal was "*exaggerated, rushed through, and it was delivered whilst [he] was off sick with work related stress without [him] being present at the disciplinary meeting where decision was delivered by an employee who [he had] reported for confidentiality breach just few days earlier*".

10. The Respondent denies that the Claimant was wrongfully dismissed. The Respondent asserts that he was dismissed for gross misconduct following a fair procedure, and therefore he was not entitled to notice pay. The Claimant has claimed that the Respondent fabricated and misrepresented evidence. The Respondent denies this on the basis that they say that their investigation revealed that the Claimant had sent at least three emails containing confidential and commercially sensitive client information to his personal email address from his work email address. The Respondent asserted that the Claimant has not provided any evidence to substantiate his allegations regarding fabricated evidence and misrepresentation.

11. The Claimant was a litigant in person and was represented by his partner Ms Liga Mazule-Kalninam (with previous permission from the Tribunal). Given that the Claimant did not have the benefit of assistance from solicitors or counsel, throughout the hearing and my consideration of the evidence, I was careful to bear in mind the guidance set out in the Equal Treatment Benchbook. The Respondent was represented by Mr Pickard (Counsel).

The Issues

12. There was no agreed list of issues in this case. At box 8.1 the ET1 form formally lists the issues in this case as: (i) breach of contract; (ii) wrongful dismissal; and failure to comply with a subject access ('SAR') request. The Claimant seeks compensation *"full notice pay and an uplift for failing to follow ACAS code of practice"* and asks for £20,000.

13. The ***substantive*** claims, as articulated by the Claimant's documents, evidence and submissions, was that there was also (or in the alternative – it was not clear) a

claim for unfair dismissal, as well as a claim of unlawful deduction from wages. Within his witness statement the Claimant lists various grievance and criticisms of the Respondent. At §6 he summarises his position in the context of his chronology of matters that "…*These actions demonstrate that the Respondent is in a breach of implied term of trust and confidence (ITTC) and dismissing me for a gross misconduct was a tactical move and an act of retaliation, rather than a genuine concern on the alleged misconduct which lacks the eligibility criteria looking at just as an example of the disclosure Respondent has submitted as evidence that consists of*…." At §4 he also states that his notice period of three months would have taken him beyond two years' service and, he says, "*it is my believe* [the Respondent] *was trying to avoid it at all costs by jumping straight to dismissal without a fair process and thorough investigation taking place, just to avoid an unfair dismissal claiming being filed against them and to act upon it whilst I was still in employment and completely dismissing my sickness due to work related stress never acknowledged by HR or my line manager and demanding to attend a disciplinary meeting into alleged misconduct on the fifth day of my absence.*"

14. The Respondent's position, as set out in Mr Pickard's skeleton argument dated 17 February 2026, was that the only issue before the Tribunal was whether, as per their pleading in response to the Claim, the Claimant had committed a repudiatory breach of contract of employment by deliberately sending large quantities of confidential and commercially sensitive information to his personal email account between 12 and 19 March 2025 and which led to his being summarily dismissed on 25 March 2025. It was the Respondent's case that the *fairness* of the earlier dismissal is not under review because the Claimant did not have two years of continuous service.

15. For the avoidance of doubt, it was the Respondent's case that the Claimant had, in breach of his confidentiality obligations, forwarded the emails to his personal email address and, linked to that, the Claimant subsequently was found to have used the information for his own private reasons. The Respondent's case is that it came to light, through other channels of communication (see Mr Jewell's evidence) that the Claimant had approached third parties with whom he had shared the Respondent's commercially sensitive information.

16. The Respondent relied on extracts from their policy documents which, they said, stated that the Claimant was (or should have been) fully aware of. In their Response document they highlighted:

a. The Respondent's acceptable use policy, Clause 4.1 dealing with "Individual Responsibility" where it is stated that individuals must not: (a) Store company data on any non-authorised company equipment and (b) Give or transfer company data or software to any person or organisation outside the company out with the authority of the company.

b. Clause 4.2 of their "Internal and Email Usage" policy, that individuals must not: (a) Send unprotected sensitive, internal or confidential information externally or (b) Forward company mail to personal email accounts.

c. The Respondent's disciplinary policy notes the following as gross misconduct (a) Deliberate or serious breach of Kammac conduct

standards, Drivers Handbook, Company policies, procedures, rule or regulations.

d. At clause 15 of the Claimant's contract of employment it is stated that '*the Company may also terminate the appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee (a) Is guilty of gross misconduct affecting the business of any Group Company*".

17. It is uncontroversial that the Claimant was deeply unhappy with the way in which his redundancy unfolded, hence his claims for breach of contract, wrongful dismissal and failure to comply with a subject access request, as well as an apparent claim for unfair dismissal and unpaid wages.

Listing

18. On receipt of the claim form the case was listed for a one day final hearing in accordance with normal practice. I note that there was a letter from the Tribunal dated 12 September 2025 which said that Employment Judge Allen had stated that the Tribunal had no jurisdiction to consider the Claimant's SAR claim, a matter which the Claimant ignored at the hearing before me.

19. On the morning of the hearing, I was faced with two bundles of electronic documents. One was an original bundle (861 pages) and there was also a secondary bundle (963 pages). There were also a series of witness statements. With around 2000 pages of material the case was only listed for one day, which created challenges. Mr Pickard helpfully provided a reading list of the central documents and also provided a skeleton argument. I heard all the evidence and submissions on 18 February 2026 and then adjourned to further consider the documentary material, my note and to provide a decision which I did on 18 March 2026. Because of the lack of time, I decided to deal with liability issues only with a view to considering quantum issues at a later date, if necessary and depending upon my decision.

20. On 23 February 2026, the Respondent wrote to the Tribunal saying that they wished to rely on further evidence relevant to an issue which the Claimant had raised at the hearing regarding the identity of particular computer equipment connected to the Claimant's personal email address. The Respondent said that they could corroborate the identity of the relevant computer equipment and that their additional evidence further demonstrated, and put beyond doubt, that the Claimant had forwarded the Respondent's confidential information/to his personal email address. Helpfully, the Respondent made the request to rely on this additional evidence in good time and gave the Claimant explicit opportunity to respond. By a detailed email dated 2 March 2026 the Claimant objected to me considering further evidence after the final hearing had finished. The Claimant indicated, inter alia, that if I was going to take into account the additional evidence from the Respondent, then he would be prejudiced and would also wish to call expert evidence on the topic. The parties were told that I would deal with the matter at the beginning of the hearing on 18 March 2026.

21. In considering the Respondent's request to rely on further late evidence and the Claimant's response, I had regard to The Employment Tribunal Procedure Rules

2024, including: Regulation 3 and the overriding objective to deal with a case fairly and justly and ensure that, as far as practicable, the parties were on an equal footing. The late application was an "irregularity" and so I had regard to regulation 6. I note my jurisdiction at regulation 30 to make case management orders.

22. In relation to the further evidence proffered, I decided that the proposed evidence was late and I did not need to consider it in any event because I had already made my decision. The additional evidence would not have changed anything. I also noted that, whilst the Claimant had said that he would wish to rely on expert evidence to rebut the Respondent's late evidence, that the practical reality is that this evidence would not have been made available quickly and would have caused a great deal of additional delay and probably another day of hearing time, had I given the Claimant permission to obtain such expert evidence.

23. I took the view that expert evidence was likely to be disproportionate in terms of cost and delay. I took judicial notice of the fact that expert evidence from a properly independent IT expert would be likely to cost several thousands of pounds to obtain, the Claimant would have to organise it, pay for it with no prospect of recouping the cost and so probably would have baulked at giving the instruction and, even if he did, then such evidence would further delay resolution of the case. I therefore did not grant the Respondent's request and have not considered the additional documentary evidence from the Respondent.

Relevant Legal Principles

Breach of contract

24. There are a wide variety of ways in which an employer can breach a contract of employment and for which a wronged claimant-employee is entitled to a remedy. In a valid claim there is usually a fundamental breach of contract, and the employee is required, as the innocent party, to accept the breach before there is a termination of the contract.

25. In this case, it was not clear what the basis was of the Claimant's allegation of the breach of contract of employment, but the Claimant seemed to suggest that it was because he was subject to a "fire and re-hire situation". The evidence as presented, however, was that the only factor which had (or would) change was the Claimant's job title and that would only change after he had accepted the redundancy and agreed to enter into a new contract of employment with a new job title three months after the date of the redundancy.

26. The Claimant did not present his case on the basis that he was subject to any changes in the main terms or conditions of his employment during the actual course of his employment. Rather, he was informed that his employment was to come to an end due to a redundancy situation. The Claimant did not accept or reject the change nor did he resign. Rather, he continued his employment after he had been told of the redundancy, by taking his pre-arranged holidays and then going on sick leave. He has never claimed constructive dismissal. It is noted that, in this case, the Claimant did not allege any change in his hours, salary or other fundamental terms or conditions of his employment.

27. There is a line of legal case authorities which say that in certain circumstances, the unilateral imposition of new terms and conditions can result in the dismissal of an employee from the old contract and entry into a new contract on different terms. In the case of Hogg v Dover College 1990 ICR 39 EAT, a demoted employee whose hours and salary were reduced was able to pursue an unfair dismissal claim against their employer. In that case, a full-time teacher and head of department, on returning to work after an absence due to illness, was allowed to work only part time and at a reduced salary. The previously full-time teacher replied to their employer that they were treating the letter as a dismissal but would continue to work the new terms pending the hearing of a complaint. At first instance, the Tribunal found that the teacher had not been constructively dismissed. The teacher's Appeal was successful, however. It was held on Appeal that the effect of the headmaster's letter was to terminate the contract; alternatively the changes in terms of employment were so fundamental as to result in constructive dismissal.

Unfair dismissal

28. Section 94(1) of the Employment Rights Act 1996 ('ERA 1996') gives employees the right not to be unfairly dismissed by their employer. However, section 108(1) of the ERA 1996, as it applied at the index time, says that section 94 does not apply to the dismissal of an employee unless he has been continuously employed for a period of not less than two years, ending with the effective date of termination. Therefore, employees with less than two years' service cannot bring a claim for unfair dismissal, unless the reason for dismissal is considered automatically unfair. The Claimant did not put forwards any automatically unfair reason. The Claimant did not have two years' service.

Wrongful dismissal

29. This is a claim brought in contract law where an employer terminates the employee's employment in breach of the employee's contract, for example by failing to give the agreed notice period and not paying wages/salary in lieu of notice. The two years' qualification period required to found a claim for unfair dismissal is not required. In this case, the Claimant's claim was that he was dismissed without having served his full three months notice and he was not paid after 25 March 2025.

Unlawful deduction from wages

30. The claim for unlawful deduction from wages arises from the Claimant having been dismissed with immediate effect on 25 March 2025 due to gross misconduct.

Repudiatory breach of contract

31. A repudiatory breach of contract is one that occurs when one party does something which is so serious that they deprive the other party of the substantial benefits of the contract and which allow the innocent party to terminate the contract; the breach is such a serious violation that it undermines the core purpose of the agreement. In determining whether an employee has repudiated the contract of employment, factors such as the nature of the employment and the employee's past conduct will be relevant. A Tribunal must be satisfied, on the balance of probabilities, that there was an ***actual*** repudiation of the contract by the employee. It is not enough

for an employer to prove that it had a reasonable ***belief*** that the employee was guilty of gross misconduct.

32. The question of whether an employee is in repudiatory breach is a matter of fact, and so the employer's motivation for wanting to summarily dismiss is effectively irrelevant. See the case of Williams v Leeds United Football Club 2015 IRLR 383 QBD. In that case, LUFC gave Williams notice of termination of his employment by reason of redundancy on 23 July 2013. However, on discovering on 24 July that Williams had forwarded a pornographic email using LUFC's email system five and a half years earlier, LUFC dismissed Williams summarily. Williams' wrongful dismissal claim failed. In finding for the football club, the High Court rejected Williams' argument that, because he had worked for LUFC for a further five and a half years after sending the pornographic email, his conduct had not amounted to a breach of the implied term of trust and confidence. LUFC had not known about the breach when it occurred and had therefore not affirmed the contract at any stage during those five and a half years. The High Court found that the football club was entitled to take action when the breach was discovered. The High Court also found that LUFC was not prevented from relying on Williams' repudiatory conduct because it was actively looking for something to justify summary dismissal and thus save a substantial amount of money. The Court stated that where there has been a repudiatory breach by the employee that has not been waived or affirmed by the employer, "*the employer is not prevented from relying on that breach as justifying summary dismissal because it had itself decided to breach its contractual obligations or was looking for a reason to justify dismissal or was motivated by its own financial interests*".

33. The case of Palmeri and others v Charles Stanley and Co Ltd 2021 IRLR 563 QBD is also relevant. Palmeri was a self-employed investment manager contracted to Charles Stanley Ltd, with a three-month notice period and no clause allowing Charles Stanley Ltd to make a payment in lieu of notice (PILON). The firm decided to change its operating model to take a larger portion of the Palmer's revenues. At a meeting on 21 April 2017, the company offered Palmeri an ultimatum: sign the new terms or leave immediately with pay in lieu of notice. Palmeri reacted furiously and verbally abused the managers present, as well as the firm generally. He then said that he would accept the new terms under protest, for the duration of his notice period. Against this background, his abusive rhetoric escalated and the company decided to withdraw the offer of new terms and instead summarily terminated Palmeri's contract. Palmeri issued a claim for breach of contract in relation to the summary termination. He also alleged that the failure to allow him the opportunity for an orderly transition of his clients' business was a breach of the implied term of mutual trust and confidence. Charles Stanley Ltd sought to rely on Palmeri's repudiatory conduct at the meeting, as well as several serious regulatory compliance failures during his engagement that were only discovered after termination. The High Court found that the firm had had no contractual right to present the Claimant with the ultimatum in April 2017, since it had no right to make a PILON. However, Palmeri's conduct as a whole, including his outburst at the meeting and the history of regulatory issues, amounted to serious misconduct and a breach of the implied duty of mutual trust and confidence, justifying summary termination. The fact that Charles Stanley Ltd had been poised to deny Palmeri his notice period did not affect its entitlement to rely on the repudiatory conduct that ensued or was later discovered.

34. The Claimant has the burden of proof and the standard is that of civil cases, namely the balance of probabilities.

Evidence

35. As set out above, the parties had agreed a main bundle of documents which ran to 861 pages. Any reference to page numbers in these Reasons is a reference to that bundle unless otherwise indicated. The Claimant provided a witness statement dated 12 January 2026. He did not call any witnesses other than himself. The Respondent called two witnesses. Mr Chris Jewell (Head of Transport) provided a witness statement dated 19 December 2025 and which appended the Respondent's Non-Disclosure Agreement dated 21 December 2023 and the Respondent's confidentiality agreement. Mr Andrew Agar (IT Manager) provided a witness statement dated 18 December 2025. All of the witnesses confirmed their written evidence and so I treated the witness statements as evidence-in-chief.

Oral evidence

36. The Claimant was cross-examined, and accepted in his oral evidence, that he went through a consultation process in February/March of 2025 and that he had meetings with the Respondent's personnel on 27 February 2025, 6 March 2025, and 12 March 2025 which were meetings about his job title. On 13 March 2025 [see page 144] the Claimant received an email from The Respondent's HR Manager, Marie McCormack, sharing a draft new contract attached to the email. The Claimant agreed that the new contract was at the same salary and that the only change was a change in job title to "Transport Manager". The Claimant was adamant, however, that in "*transport terms it was a demotion*". I understood him to be saying that within the transport industry the change of title was a demotion, but it was unclear precisely why.

37. At [146] I saw the first dismissal letter dated 13 March 2025 which is headed "*Re: Variation of terms and conditions*" from Marie McCormack to the Claimant. It says very clearly that, with regret, the Claimant's employment was being terminated *"for some other substantial reason"* with a notice period ending on 12 June 2025.

38. In cross-examination the Claimant freely admitted that he did not want to be re-engaged and said that as a result he raised an internal Appeal.

39. At the same time, the Claimant was aware of the company's policies and accepted in cross-examination that he was aware of the prohibition of sharing confidential information. The Claimant's contract of employment [86] is dated 9 May 2023. This includes a definition of the Respondent's confidential information:

> "*Information (whether or not recorded in documentary for, or stored on any magnetic or optical dis or memory) relating to the business, products, affairs and finances of any Group Company and trade secretes including, without limitation, technical data and know-how relating to the business of any Group Company or any of their business contracts*."

40. In cross-examination the Claimant agreed that [as per page 86] that the Respondent's definition of "confidential information" was broad. The Claimant also

said that the "policy" was out-of-date. I think that he meant that the definition of confidential material was out of date.

41. Part of Mr Jewell's evidence was to emphasise [§10] that the Respondent was required by many of their clients not to disclose details of the contracts between the Respondent and their clients to third parties, presumably on the basis that the agreements included commercially sensitive information. The Respondent told me that they had been hesitant to provide copies of the agreements as part of the disclosure in the case, such was the sensitivity and, I find, the breakdown in trust and confidence between the Respondent and the Claimant. At [§12] of his witness statement Mr Jewel says *"The Respondent is hesitant to provide a copy of these documents in an unredacted format to the Claimant so that he cannot benefit further from being in possession of these commercially sensitive and confidential documents. It has already been reported to me by two of our customers, that Mike has approached them regarding offering a better commercial rate than KAMMAC could offer on the current contracted work KAMMAC had with both customers"*.

42. It is important to note that, in contrast, throughout his case and in cross-examination the Claimant denied having provided confidential information to clients or competitors.

43. Notwithstanding, the chronology was that, after the Claimant had been made redundant, he went on annual leave followed immediately afterwards by sick leave. The following day, Mr Andew Agar (IT manager) was asked by email (with Mr Jewell copied in) by Marie McKCormack to access the Claimant's company email account to check that nothing important was missed whilst the Claimant was on sick leave. The Respondent explained through their witnesses and in submissions that, because the Claimant was off sick, then the Respondent might need access to his work emails. There was no process for the line manager to have access. The Claimant accepts that this is what happened and that at around 14:00 on 18 March 2025 access to his account was obtained. The Respondent asserted that this was standard practice.

44. Whilst checking the Claimant's Kammac account "sent" folder, Mr Agar noted that the Claimant had sent an email headed "FW: Weekend support – Kellogs". Suspicions were raised because it contained the name of a client. Further investigations revealed that the email appeared to have been sent from the Claimant's work mobile phone on his work email address. As he explained at §20 of his witness statement, Mr Jewell discovered: "*I understand that Andrew discovered emails which Mike had sent from his work email account to his personal email account on 12 March 2025 (page 114, 116, 117, 118 & 119). I further understand that attached to these emails were ZIP folders which contains commercially sensitive and confidential information. A screenshot of the contents of the folders at page 115, 141, 142 & 143 of the bundle…*"

45. The Claimant was cross-examined about [190] of the bundle which is a photograph of a computer screen headed "*Recover Deleted Items*" showing recovered deleted files and which shows that documents were deleted from a list of files on his work computer email system on 18 March 2025. It was put to the Claimant that he deleted the files having copied them to his personal email address. It was asserted that the Claimant had deleted them because he knew that it was in breach of contract.

When asked directly about what he had done and if he had copied or forwarded the information, the Claimant prevaricated in cross-examination, although overall he denied that he had done anything that would put him in breach of the confidentiality agreement. The Claimant said something about he was asking for help and asking "her" to check his work and said that he could not share documents and would delete a question. I understood that, when he referred to "her" he meant his partner, Ms Liga Mazule-Kalninam. Overall, the gist of the Claimant's responses was somewhat vague, although the overall sense was that he denied the allegations, whilst leaving the possibility open that his partner could have been involved with working on his account and moving emails and data around.

46. On a separate topic, in cross-examination the Claimant was also shown the Respondent's "Acceptable Use Policy" which details internet and email usage [73]. (The policy is dated 19 July 2023 and was marked as being up for review in July 2025). The evidence was that this was the current policy at the time of events in March 2025. The Claimant said, somewhat vaguely, that this was not the policy that was used at the time under review. He did not accept in cross-examination that the policy was the same at the index time. He did not, however, point to another document which he said was the correct policy at the index time.

47. It was also part of the Respondent's policy that data could not be sent outside of the organisation. The Claimant agreed that this was the Respondent's policy. The Claimant was cross-examined on the basis that he knew that he should not forward sensitive company information to his personal email address either. The Claimant did not answer the question directly. Rather, his response was that, even if the policy had said that, then for all practical purposes, this policy was not followed.

48. Nonetheless, the Claimant accepted that, as per [95] the Respondent's policies and procedures were non-contractual. [§17] of the company disciplinary and grievance procedures says at [§17.1] *"The employee is subject to the company's disciplinary and grievance policies and procedures, copies of which are available from the employee handbook. These procedures do not form part of the employee's contract of employment"*.

49. The Claimant agreed that he was sent the letter on 13 March 2025 headed "*Re: Variation of terms and conditions*" following on from the final consultation meeting. After that there was a period of annual leave and then he went straight on to sick leave claiming that he had stress. This was backed up with a sick note [184] which the Claimant filled out on 21 March 2025 when he self-certified himself as having "work related stress" on a Statutory Sick Pay (SSP) form.

50. When asked in more detail about access to his company email account, it was put to the Claimant that, until 14:00 on 18 March 2025, nobody else had access to his account. The Claimant responded, *"I don't believe that was correct"*. However, the Claimant could not explain why his witness statement does not mention anyone else who had access to his account. As this was a key plank of his claims that (a) person(s) unknown had had access to his work email account, this was a surprising omission. The Claimant gave somewhat confusing and evasive evidence when he said in cross-examination that he was not aware of anyone having access to the emails before 14:00 on 18 March 2025 but said something about him thinking that "*it had been 19 March*

2025". Reluctantly, however, he eventually confirmed that no-one had access to his emails prior to 18 March 2025. He said also that he did not share the password. Nonetheless, the Claimant said that he thought that there had been "activity" on his account not related to him in the morning of 18 March 2025.

51. In this context, the Claimant was taken to [456]. There was an email to the Claimant from Leanne Liddell (the Respondent's Compliance Director) which said that the Claimant was still using the email on the morning of 18 March 2025. It said that that he would be removed from the operator's licence that day. The Claimant agreed with the assertion that he was still using his email on 18 March 2025.

52. At [203] there was an email that evidences a discussion between Andrew Agar and Marie McCormack saying *"No one accessed his email until we delegated them to Chris on Tuesday last week (18th March). The only logs would be our email conversation confirming delegation or a support ticket"*.

53. The heart of the case [114 to 119] for the Respondent which the Claimant denied, was that on 12 March 2025 the Claimant sent a large volume of documents to his own personal email account. In cross-examination at the hearing he was shown [114] which showed an attached zip file dated 11 March 2025. [115 to 119] show emails with attachments going from the email address Mike.Yates@kammac.com to mike.yates7879@gmail.com. The attachments appear in the printed version of the emails in the court file as "costs2.zip, costs3.zip, costs 2(2).zip".

54. In cross examination, it was put to the Claimant that he had "zipped" the costs documents into files (I understand that "zipping" data is a way of making data more compact) and other documents and sent the confidential "zipped" information to his personal email address. The heart of the Claimant's response and denial was that he could not remember doing that and, in any event, he did not know how to create a zip file. The Claimant was asked explicitly if he recalled sending zip files to himself. The Claimant's response to that was that he sent emails to various people at this time, but not in the way that the Respondents were "making out". He said that he had not done anything "to steal business". He also alluded to the fact that he was under "governance".

55. At the same time, in cross-examination the Claimant also accepted that there was no business justification for the emails that he sent to himself on 12 March 2025.

56. The Claimant was pressed on why he had sent the emails to his personal email address, but the Claimant was unable to clarify because, firstly, he said he did not recall emailing the documents to himself. Secondly, he said he did not know how to "zip" files and, thirdly, he said that there would be no "business value" to him in future. When he was pressed and was asked to agree that, in fact, the information that had been emailed to his email account would be useful for anybody trying to make a tender and undercutting the Respondent's business including KPIs (key performance indicators), the Claimant denied that there was any value in this.

57. It was pointed out to the Claimant in cross-examination, and later emphasised in submissions, that the Claimant had not covered in his witness statement the crucial point of whether or not he had emailed himself. It was only in his oral evidence where he had said, for the first time, that "*he could not recall*" sending the emails to himself.

58. The cross-examination descended into more detail about the nature of the material which the Respondent said that the Claimant had emailed to his personal email address. A transport tender [141, in the third column] was put to the Claimant who was asked whether he agreed that this was a confidential valuable document, which he denied. In relation to the first and second columns of [141] the Claimant said that there would be no value in transferring this information to himself because he was already familiar with it because these were documents and information that he had previously worked on. As per [142] the Claimant was asked about the customer list and the fact that this would be of value to a competitor. The Claimant said that he had relationships with all of the individuals and did not need to send the document to himself. He said that everyone in the business knew who they worked for and people talked about it, so it was not confidential. As for the customer rates, he denied that it was confidential valuable information on the basis that it was "generalised" and he had existing knowledge of it.

59. The Claimant was cross-examined on the basis that, as of 12 March 2025, he knew that the practical effects of the dismissal and the end of the notice period were imminent and it was put to him that he had already decided that he would not accept the terms and conditions offered, and so the Respondent's position was that the Claimant's behaviours were gearing him up for applying for a new job with a competitor in which he would be able to leverage the confidential information that he had transferred and saved in order to be more attractive when job-hunting. This was not put explicitly in these terms, but this is what was being suggested. Nonetheless the Claimant denied this and said that he would not necessarily have not taken on the new position with the Respondent. He asserted that it was not guaranteed that he would have ended up being terminated and he pointed out that on 12 March 2025 he still had 3 months left to work. He also conceded however that his "trust" in the Respondent had been "broken by the process" of the redundancy procedure. It was pointed out that he had also said to the Respondent that he had "lost trust" in them on multiple occasions. It was therefore put to him that it was "no coincidence" that within 24 hours of the dismissal he decided to go back to the data and transfer it to his personal email account, to which the Claimant again said that he did not recall sending the data, by email, to himself.

60. At [185] there is a copy of the Claimant's invitation to a disciplinary meeting by letter dated 21 March 2025. It was put to him very clearly that he was required to attend a meeting to discuss the following topics set out in the letter: Serious and deliberate breach of company policy – acceptable use policy. Email entitled 'Weekend support – Kelloggs' from Mike Yates KAMMAC work email address to Mike Yates personal email address which contains customer information dated 19 March 2025 (via Mike Yates Android mobile phone). Email entitled 'No subject – costs 2' from Mike Yates KAMMAC work email address to Mike Yates personal email address which contains confidential and commercially sensitive company information and customer information dated 12 March 2025. Email entitled 'No subject – costs 3' from Mike Yates KAMMAC work email address to Mike Yates personal email address which contains confidential and commercial sensitive company information and customer information dated 12 March 2025.

61. The original date for the disciplinary meeting was rearranged due to the Claimant being on sick leave. At [195] on 24 Mach 2025 at 15:19 Jeanette Hunter

wrote to the Claimant saying that she was supporting Chris Jewell throughout the disciplinary hearing and confirmed that the Claimant was not obliged to attend the hearing whilst he was off sick, but she went on to say that they were obliged to continue with "this disciplinary" due to the "*seriousness of its nature*". She told him that the meeting was being rearranged to the following day, 25 March and warned that, if he did not attend, then it would be held in his absence. She also responded to the Claimant's stated concerns about "breach of confidentiality" by stating that Chris Jewell had had permission to review the Claimant's emails in his absence. She told the Claimant that no one else had had access to the Claimant's email account and Chris Jewell had only accessed it from midday on 18 March 2025.

62. In response to the invitation, on 24 March 2025 at 18:13 the Claimant wrote to Jeannette Hunter [197] (copying in Marie McCormack) saying that the "acceptable use policy" was out-of-date and that it had not been reviewed. He said that quoting [§4.1] of the individual responsibility policy *"Individuals must not attempt to access data they are not authorised to use or access"*. He said that this confirmed that Chris Jewell had been in breach of this policy as an individual when accessing his draft version of appeal as 1-1 consultations are private and confidential and "*under no circumstances he is allowed to access this information*". Thirdly he said please see evidence attached about the email in question that Chris Jewell has sent on 18 March 2025 at 17:13 hours from my inbox to HR (Marie McCormack). The Claimant said that after "he" (Chris Jewell) had read the document he then deleted it at 18:18 along with the HR response pack. "He" (allegedly Chris Jewell, from the context) deleted 10 emails in total from the Claimant's inbox on 18 March 2025 with the final deleted log at 08:10 and the last one at 20:22. I comment that the Claimant was not answering the allegations in the letter inviting him to the disciplinary meeting. Rather he appeared to be raising objections to the Respondent's allegations. In effect he was trying to criticise the Respondent, and Mr Jewell in particular, for having accessed his company mobile and email accounts.

63. The email from the Claimant goes on to complain that the email activity took place on the second day of his stress absence leave. In cross-examination the Claimant agreed to sending this email, however.

64. In another email to Marie McCormack [239] dated 24 March 2025 the Claimant complained that a "*not valid*" meeting was being proposed. He wrote: "*This meeting is not valid and serves no purpose, and I won't be attending. The invite letter is generated by the person who I reported for breach of confidentiality on Tuesday morning 18 March 2025, and to which I am still waiting further updates and confirmation on when I will be asked to provide evidence on this breach as per company policy*". The Claimant was asked in cross-examination why it was not a valid meeting, but he could not say why. He accepted that he had sent the email, however. At [254] there is a copy of the investigation pack and report in relation to the Respondent's investigation into the Claimant's conduct. Mr Adam Kenny carried out the investigation. At [256] it is noted that Mr Kenny found that there had been a deliberate breach of policy and that the Respondent's case was correct to say that it amounted to gross misconduct.

65. At the end of his cross-examination I asked the Claimant a question of clarification regarding, even if he had not personally emailed the relevant documents from his company email address to his personal email address, whether his partner

had done it. He said that she did not know the "log on" details, but that he "could not be sure" and that he could not "answer in all honesty" whether she had done the emailing. The Claimant also said that he was not denying that he sent the emails depicted in the screenshots, but the ones visually highlighted in blue (the deleted files) had not been highlighted by him. He then said he deleted the ones shown on [190] at the top, but he emphasised again that he did not know about the ones highlighted in blue.

66. As set out above, the essence of the Claimant's response to the allegations that he had saved and transferred confidential information is that he could not have sent these zipped files of confidential emails to himself because he did not know how to do it.

67. The other tranche of his response/defence to the Respondent's allegations about what the Claimant had done, was that the files were too big to send and that it would not have been possible. Later, the Claimant's partner asked Mr Andrew Agar, the Respondent's first witness, several times whether there would be "bounce back" if an email was attempted to be sent from an account that was too big to go through and whether the IT system would record the failure. Whilst there were a lot of questions on the same topic, the summary of the evidence was that, firstly the IT department would be able to see if emails had been unsuccessful and had bounced back because the amount of data attached was too large. Mr Agar said that the IT department had not seen any such bounce back messages in relation to the material that had been sent. The implication, according to the Claimant's partner's line of questioning was, therefore, that this must have meant that somebody else (unknown) had manipulated the information because of the lack of bounce back messages received and recorded on the system.

68. In relation to the questions on the topic above, I comment that the flaw in this argument was that the Claimant did not know what the limit was to the data. Nor was the Claimant able to establish the size of the data that had been sent. Whilst the Respondent's witnesses, particularly Mr Agar, were very confused by the line of questioning, the answers on this topic were to say that, self-evidently, the data limit had not been breached.

69. The Respondent's witnesses denied that there is any evidence of anybody other than the Claimant having access to the account and there was no evidence of somebody else (unknown) having sent emails from the Claimant's company email address to his personal email address. Only the Claimant would have had access to the account until around14:00 on 18 March 2025. Further, if anybody else had tried to send emails from the Claimant's account, then the Respondent's IT system would have recorded that it was this other person who had interfered with the emails and had forwarded them. This situation would have been obvious from the Respondent's interrogation of their system. In contrast, the only evidence available established that the Claimant had forwarded the confidential information from his company email address to his personal email address, as per the Respondent's investigation.

70. On a different topic, when cross-examining the Respondent's witnesses, the Claimant asked about why the emails at [116 - 119] looked "different" (in terms of general appearance and layout). The answer was that this was because they had been

sent to a printer and printed off before being put in the court hearing bundle. This is why the layout was visually slightly different when viewed on a screen. The allegation that the Claimant was attempting to make was unclear, but it seemed to be that he was implying that the emails must have somehow been interfered with. When Mr Agar eventually understood what the Claimant was getting at, he denied it and confirmed that the explanation was the appearance on screen versus on paper having been printed off.

71. So far as Mr Chris Jewell was concerned, the Claimant's cross-examination of him was effectively to accuse him of breaching the company's confidentiality policies. Nonetheless, Mr Jewell confirmed that he had been given access to the Claimant's email account by the company itself and for proper purposes. Whilst he could not point to a particular policy that said so, he said that it was a standard approach. He gave the example of when people had left the company he was given email access. Crucially, he said that the access was only for "visibility". When asked the same question again that he had been given access without following the company policy or procedure he said *"Correct. I was given access to the email account. That was the case. Mr Yates was just off sick for one day".* Again, the Claimant's approach was illogical. Ultimately the company email address was run by them for company business. I did not find that there was anything surprising that the Respondent company itself could and would give permission to their staff to investigate email accounts if they needed to for the smooth running of the company, such as when a member of staff was off work on sick leave and therefore it would be assumed that they were not accessing their emails.

72. Somewhat illogically it was also put to Mr Jewell by the Claimant's partner that, when he had gone into the Claimant's email account, he was doing what the Claimant had been alleged to have done i.e. breach confidentiality. Mr Jewell was asked "*where is the policy?*" Mr Jewell responded that there was no policy and that he had simply reported the Claimant's activity "*internally into the business*". (Therefore, logically, there was no breach of confidentiality). He had not been asked to report externally. He confirmed that he could not remember precisely who asked him to look at the HR account. Mr Jewell was then asked a series of questions about the reasons why the company HR department decided to investigate the Claimant and the details of what they had done. The Claimant's partner who was asking the questions, did not seem to understand that Mr Jewell could not answer questions aimed at the detail of what other people within the company had decided to do and why. Mr Jewell was also asked by the Claimant's partner about what in effect triggered the further steps in the investigation which was beyond his remit.

73. The Claimant's partner also cross-examined Mr Jewell about why the Claimant had never been offered an appeal procedure. It seems [239] that this is because the Claimant never attended the disciplinary meeting. Rather, the Claimant had sent an email to HR which said *"This meeting is not valid and serves no purpose and I won't be attending. The invite letter is generated by the person who I reported for breach of confidentiality on Tuesday morning 18 March 2025 and to which I am still waiting further updates and confirmation on when I will be asked to provide evidence on the breach as per company policy"*. Mr Jewell also confirmed [64-69] in relation to the Claimant's right of appeal that, in effect, the Claimant did not have a right to appeal the decision because he had less than 2 years' service. Nonetheless the Claimant's

partner's approach was to press on asserting that Mr Jewell had "ignored" the process. Mr Jewell repeated that the Claimant had less than 2 years' service.

74. With reference to [511] regarding events on 12 March 2025, Mr Jewell was also cross-examined about the final consultation and that the Claimant had stated that he did not want to work and wanted to leave the company. Mr Jewell said that he was not involved and the decision was not made by him.

Respondent's Submissions

75. The Respondent relied upon the skeleton argument prepared by Mr Pickard and dated 17 February 2026. The Respondent argued that the key question that the Tribunal needed to decide was whether the Claimant committed a repudiatory breach of his contract of employment by sending large quantities of confidential and commercially sensitive information from his work email account to his personal email address. The Respondent also argued that, if the employer finds out after the employee has been dismissed that the employee was guilty of a fundamental breach of contract which would have justified summary dismissal, then the employer can rely on this to rebut a claim of wrongful dismissal (see Boston Deep Sea Fishing and Ice Co v Ansell [1888] 39 ChD 339). Further, the Respondent argued that, as per the leading authorities on wrongful dismissal claims, the Respondent's subjective viewpoint and/or motivations are irrelevant to determining whether there has been an objective breach of contract.

Claimant's Submissions

76. The Claimant made brief submissions emphasising that the Respondent could not prove the size of data transferred from his work email account or who had sent it. The Claimant criticised Mr Jewell and said that he had breached the Respondent's policies by accessing the Claimant's email account and complained that Mr Jewell had not been investigated and dismissed for doing so. The Claimant complained that, before that, and in relation discussions around the job title change, the Respondent had not had any "*genuine interest to hear the Claimant's side and to accommodate* (his suggested) *changes*". The Claimant asserted that the decision was clearly designed to remove him before he had accumulated two years of service.

77. Having heard the submissions on both sides I reserved my judgment until 18 March 2026 when I was able to deliver my extempore judgement online via the HMCTS Cloud Video Platform ('CVP'). The following day the Claimant asked for written reasons, although there was a delay in that request being formally actioned by the Tribunal staff due to the Tribunal's backlog of work.

Relevant Findings of Fact

78. On the basis of all the written, and oral, evidence and submissions I am satisfied by the matters below. (In making my findings, I cannot refer to every piece of evidence but summarise the main items of greatest relevance).

a. The Claimant was very upset regarding the change in job title and redundancy. I find that he therefore decided to copy the index data under review in this case by sending it to his personal email account.

b. I am satisfied that the Claimant forwarded sensitive company information or organised someone else to do it for him who had access to his devices. The most obvious candidate was his partner, Ms Mazule-Kalninam, although I do not make that as a positive finding. Whilst the Claimant denied doing this, his answers were ambiguous. Further, he did not give a credible explanation regarding the identity of who else might have got into his email account and transferred the data. I noted with interest that the Claimant did not clearly and explicitly deny that this is what Ms Mazule-Kalninam had done.

c. Linked to this, I am satisfied that he was the only person with access to his account until the middle of the day, around 14:00 on 18 March 2025.

d. I was not satisfied by the Claimant's assertion that Mr Jewell was the one who had accessed and forwarded the data because he had accessed the Claimant's company email account in breach of company policy. This was wholly illogical because it: (i) begged the question regarding why Mr Jewell would forward the material to the Claimant's personal email address, and (ii) in any event, the company had given Mr Jewell explicit permission to enter the email address to check that the Claimant's emails were being dealt with whilst he was on leave, and then as part of the investigation into the suspicious activity on the account. In any event, Mr Jewell only accessed the Claimant's company account on 18 March 2025 at around 14:00.

e. The Claimant's defence to the allegations of gross misconduct and repudiatory breach of contract on the basis that he did not know how to zip files was weak. I am satisfied that someone could have shown him how to do so or did it for him.

f. The Claimant's allegation about the data being too large to be sent from his account, and that it would of necessity fail and "bounce back", was not underpinned by any reliable evidence regarding how the Respondent's computer system worked and, more particularly, the actual size of the data moved in emails or what the limit was. I emphasise that the Claimant has the burden of proof on all of these claims.

g. I found the suggestion that an unknown person hacked the Claimant's account as implausible; particularly given the chronology at a time when the Claimant was very angry at the redundancy and change of job title.

h. In general terms, I found that the Claimant and his claims lacked credibility. He was an evasive witness and it was implausible that he could not "recall" sending the Respondent's commercially sensitive information to himself on 12 March 2025, at a time when he was angry with them and must have been considering whether to look for another job elsewhere, and then deleting the emails a very short time afterwards. Whilst in his case the Claimant has said that it was not a foregone conclusion that he would have definitely have left and would not have completed his three months' notice, I find that all the evidence supports the contention that the Claimant was seriously angry with the new job

title and redundancy and it is immediately obvious why the Respondent's data could have been useful for him. On this topic I also accept the Respondent's evidence that third parties had approached the Respondent with information which very strongly suggested that the Claimant had used the Respondent's confidential information for his own private purposes and in breach of the policies that the Claimant was supposed to abide by.

i. The Claimant's claims that the relevant policies were out of date were flimsy. I find that he was trying to deflect attention from the fact that he had done actions which were obviously in breach of acceptable behaviour and norms. I find that the Claimant knew that the data and information in the emails that he sent to himself was confidential and that he should not have done so.

j. I am satisfied that the Claimant's transferring of the Respondent's confidential information to himself did, objectively, amount to gross misconduct. The Claimant accepted that he was aware of the wording of the relevant policies against which his behaviour was measured.

k. I am satisfied that the relevant policies and procedures were not contractual. Therefore, the Claimant does not have a viable claim or argument that potential breach of procedures might impact on his summary dismissal.

l. In relation to the Claimant's complaints around the lack of an appeal, he could have asked to be heard at an appeal, but he failed to request one.

79. For the sake of completeness, I also note that the Claimant has, in effect, alleged that the ***proposed*** change of job title amounted to a fundamental breach of contract. Whilst he suggested that it was a demotion within the context of the "transport industry" he did not say how or why.

80. On a different point, I note that the Claimant complained that he was on stress leave when the disciplinary meeting was held on 25 March 2025. Nonetheless, the Claimant proffered no explanation why he could not attend the meeting. He had self-certified himself as suffering from workplace stress but seems to have been able to conduct email exchanges with the Respondent on 24 March 2025. I have not been shown any evidence that he, for example, proposed an on-line meeting or sent anyone else in his place or sent written submissions. He was warned that the meeting would go ahead in his absence. He did not do anything to explain why he did not attend on the date of the meeting and all the evidence points to a unilateral decision not to attend.

Discussion and Conclusions

81. I am satisfied that the Claimant had less than two years' service with the Respondent at the relevant time in March 2025. There can be no claim for unfair dismissal and so that claim, which the Claimant seemed to raise in the ***substance*** of his claims, is dismissed.

82. Further, and linked to the above, whilst the Claimant has emphasised throughout that, if he had worked to the end of his notice period, then the Defendant would have to face the fact that he had completed 2 years of service by then, he did not work his notice period. Any arguments that he might have had at the end of his notice period (or beyond the second anniversary of his employment) are academic. As per Williams and Palmeri above, even if the Respondent were actively looking for an excuse to get rid of the Claimant, they were entitled to rely upon his gross misconduct. The Respondent's underlying motivation is irrelevant.

83. Further, I find that the Respondent was fully entitled to re-organise their business and give the role that the Claimant was doing a new job title. There was no evidence that the Respondent changed any of the fundamental terms of his employment, such as his hours, salary/wages or responsibilities during the time of his employment. The Claimant brought no evidence to show that he had been demoted at the time that he was told about the redundancy situation or immediately thereafter before 25 March 2025. Whilst he asserted that the changed job title would be a demotion in the context of the transport industry, he did not explain why, and it was not obvious to me that the changed job title would be a demotion. In any event, the new job title had not started or "kicked in" because it was due to start only ***after*** the redundancy and his notice period, which he never completed.

84. As set out above, I am satisfied that the Claimant was guilty of a fundamental breach of contract. He was under an unambiguous policy not to share certain confidential information outside the business. At a time when he was still employed by the Respondent and very unhappy with his perceived demotion by change of job title and by what he referred to as the Respondents "fire and rehire" policy, I find that he, or someone who he had allowed to have access to his company email account, had accessed confidential files on the Respondent's computer system and attached them to the Claimant's company email address which he then forwarded to his personal email address. If he did not know how to do these IT-related tasks I am satisfied that he got someone to do it for him. I find it very unsatisfactory, flimsy and illogical the Claimant's assertion that the files must have been too big for the Respondent's system to deal with and would have bounced back, not least because the Claimant did not know what the size of the data/file limit was. I find that the Claimant had tried to cover his tracks by deleting the emails but that these were detected when the Respondent conducted an IT investigation and discovered them. There was no evidence that anyone else would have had access to the account other than the Claimant and anyone acting on his behalf. Whilst it is true that Mr Agar and Mr Jewell had access to the Claimant's business account for the purposes of the investigation, there is no logical reason why they would have sent files to the Claimant's personal email address. I am satisfied that, had they tried to have done so, then this would have left an electronic trail. I am also satisfied that the Claimant has never provided evidence of unsolicited emails popping up on his email feed on his personal account relating to emails purportedly coming from his Kammac address that he did not send. I am quite sure that he would have shown me any such evidence.

85. I note the case of Boston Deep Sea Fishing and Ice Co v Ansell which says that, if an employer discovers, after an employee has been dismissed, that the employee was guilty of a fundamental breach of contract which would have justified summary dismissal, then the employer can rely on this to rebut a claim for wrongful

dismissal. I also note that the law says that the question of whether an employee is in repudiatory breach of contract is a matter of fact, the employer's motivation being irrelevant (see Williams v Leeds United Football Club [2015]).

86. I am satisfied that the initial decision to dismiss the Claimant on 12 March 2025 is legally irrelevant to the Claimant's claim for wrongful dismissal because the dismissal itself was for a business reorganisation. Further, the Respondent's policies and procedures were not contractual as per clause 17.1 of the contract of employment and the disciplinary policy. Whilst the Claimant says that his alleged misconduct was exaggerated, his witness statement was silent about why he sent large volumes of confidential information to his personal email address and he could not explain this to my satisfaction in cross-examination. Nor did his partner's cross-examination of the Respondent's witnesses reveal any alternative to the overwhelming evidence that the Claimant copied and forwarded the confidential information to himself.

87. I am satisfied that the material accessed by the Claimant, copied and forwarded to himself was commercially sensitive and confidential. It is irrelevant that some or indeed much of the information the Claimant knew and might have remembered.

88. The Respondent does not have to prove the detail of what the Claimant did with the information or what the Claimant planned to do with the information. However, on a balance of probabilities I am easily satisfied that the Claimant used or planned to use the information for his own personal reasons connected with finding a new role with a new employer. I am satisfied that third parties contacted the Respondent independently and said that the Claimant had approached them in a way that indicated that the Claimant had used the confidential information in a way from which he was prohibited.

89. As set out above, there is no credible evidence that anyone else accessed the Claimant's company email account and emailed the evidence. I am easily satisfied that it could only have been the Claimant and possibly also someone else assisting him perhaps with technical/computer skills.

90. I therefore find that this is a clear case of repudiatory breach of contract on the part of the Claimant which amounted to a "*deliberate or serious breach of the Kammac conduct standards, Drivers Handbook, Company policies, procedures, rules or regulations*." [see para 8.2 at 67] which falls under the heading of "*gross misconduct or misconduct*". I am also easily satisfied that the Claimant committed a serious and/or deliberate breach of the Respondent's Acceptable Use Policy.

91. Therefore, the Claimant committed a repudiatory breach of contract and so the Respondent was entitled to terminate his contract with immediate effect without notice.

92. The Claimant's claim for wrongful dismissal is dismissed along with any claim for notice pay (unlawful deduction of wages).

93. The claim that the Respondent failed to comply with a subject access request falls away. In any event, legally, I do not have jurisdiction to decide such a request.

Summary

94. The Claimant's claims are unfounded and are dismissed.

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Tribunal Judge Holt

26 April 2026

JUDGMENT AND REASONS
SENT TO THE PARTIES ON

8 May 2026

FOR THE TRIBUNAL OFFICE