



EMPLOYMENT TRIBUNALS

Claimant: Ms P Halstead

Respondent: Six Process Design Limited

Heard at: Bristol Employment Tribunal (by video) **On:** 16 March 2026

Before: Employment Judge Ferguson

Representation

Claimant: In person

Respondent: Mr I Wheaton, counsel

JUDGMENT on the Claimant's application for interim relief having been sent to the parties on 9 April 2026 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

REASONS

INTRODUCTION

1. By a claim form submitted on 23 February 2026 the Claimant applied for interim relief. This hearing was listed to determine that application.
2. I had a bundle of 101 pages, which included a witness statement from the Claimant. I also had skeleton arguments from both parties and heard oral submissions. No oral evidence was heard.
3. This hearing took place before the Respondent has presented a response to the claim.

FACTUAL BACKGROUND

4. The Claimant was employed by the Respondent in the role of Finance Director from 1 October 2024.
5. The following is asserted in the claim form:

“3. Protected Disclosures (Whistleblowing)

During this period [January 2026], I raised concerns regarding the company's cashflow position, delayed customer payments, lack of

reliable financial forecasting, and weaknesses in financial controls.

On or around 16 January, I received communication from a customer indicated that a payment was delayed. I escalated this to the director and stated that this required urgent discussion due to its impact on cashflow.

I also indicated that, if the matter could not be addressed immediately, it would need to be discussed as a priority at the start of the following week.

I reasonably believed that these matters were in the public interest and related to the financial stability and proper management of the company.

4. Additional Operational Concern

On the same day, I raised a concern regarding a complaint from an external supplier about the office manager, Leanne, who is the director's partner."

6. The Claimant alleged that after raising these concerns, she was subjected to hostile communication including an abusive WhatsApp message at 1am on 17 January 2026. She resigned, but confirmed she intended to work her notice period. The Respondent refused to allow her to work, stated she would not be paid and prevented access to the workplace.

7. In her skeleton argument for today's hearing, and confirmed in her oral submissions, the Claimant asserts that she made protected disclosures to Mr Cabell, the managing director and owner of the Respondent, on the following dates:

7.1. 8 January 2026: concerns regarding lack of receipts and financial documentation within the Pleo system. She says this information tended to show breach of the legal obligation under the Companies Act 2006 to maintain adequate accounting records. The relevant email is entitled "Urgent Pleo receipts" and reads as follows:

"Hi Sam

Please can you urgently attach the missing receipts, I need to submit the September VAT return & then apply for a payment plan.

We have already been penalised but the terms of getting a payment plan are that we submit all returns on time, even if we don't pay them.

If we keep getting penalty points, they'll decline long payment terms.

We have 2 repayments left from the April - June VAT return. I'd like to just apply to pay a set amount monthly for probably this year.

If you don't have the small ones, that's fine, but I cannot import so many with no receipts. I also need to lower my VAT payable so I'm desperate to import Pleo into Sage."

- 7.2. 14 January 2026: concerns regarding financial governance and record keeping. She says this tended to show breach of legal obligations relating to financial transparency and tax compliance. The email was sent as a follow-on to the email above, and reads:

“Hi Sam

Please can you look at these for me tomorrow.

The small amounts are not urgent & I can put through without VAT.

The large amounts though I need VAT invoices for in the name of 6PD, otherwise I need to allocate to your loan account until we get them sorted out.

I am 5 months behind with importing any expenses from Pleo into Sage, so I need to at least get August & September in this week.

Let me know how you want me to proceed.”

- 7.3. 16 January 2026: email raising concerns regarding imminent cash flow issues and inability to meet obligations. She says this tended to show breach of directors’ duties and potential insolvent trading. The email reads:

“Hi Sam

Is this not meant to be another stage payment the drawings?

This is now an immediate cashflow problem, so please can we have a chat.

With the hold up on Draynes and this, its a big problem.

What can we do to speed this along?

I am going to have to submit the VAT return this weekend as it stands, without any Pleo, as the PAYE is due as well so I can ask for a payment plan for both.

Not submitting either will not stand us in good stead for them to grant us a payment plan.

I have suppliers already needing payment.

Please let me know your thoughts.”

- 7.4. 16 January 2026: disclosure relating to supplier complaint involving the office manager [Leanne Smales, the partner of Mr Cabell]. The Claimant says this tended to show breach of legal obligations/ misconduct affecting third parties. The messages states:

“Just been on the phone to Tracy for an hour, please can you give me a ring when Leanne isnt with you as i don’t want to deal with anymore drama. Its not urgent, it can wait til next week if that’s better for you”

8. The Claimant says she reasonably believed all of the above matters were disclosed in the public interest.
9. The Claimant received a WhatsApp message from Mr Cabell at 1.06am on 17 January 2026, which read:

“The amount of shit your causing is a fucking joke”
10. On 17 January 2026 at 1.15am the Claimant sent an email resigning from her employment and giving three months’ notice. The Claimant did not say her resignation had anything to do with protected disclosures or the emails and messages now relied upon as protected disclosures.
11. The Claimant asserts in her skeleton argument and oral submissions that it was clear that her disclosures had caused hostility and anger, and she resigned due to the hostile response and the breakdown in trust and confidence.
12. At 1.29am on 17 January Mr Cabell responded to the Claimant’s resignation email, saying the Claimant could leave with immediate effect, “no assistance needed”. The Claimant replied saying “Until I get an official notification that my 3 months contractual notice is accepted and paid I’ll be in the office Monday morning.”
13. Mr Cabell then replied, at 2.48am:

“I’m not contractually paying you anything, you never turn up, your always ill, your lazy & moan about everything & just get everyone do your work...

I’ll change the locks”
14. The Claimant says that Leanne Smales subsequently said that the Claimant was on gardening leave, and acted as though the emails from Mr Cabell had not happened.
15. On 16 February 2026, Ms Smales wrote to the Claimant saying that she was suspended and inviting her to a disciplinary hearing to consider allegations that she made payments from the company to her own personal account without authorisation or lawful entitlement, as well as irregularities in the use of a fuel card.
16. The Claimant told Ms Smales she was unable to attend the disciplinary hearing due to ill health. The hearing was postponed, but it was ultimately agreed that the Claimant would send written representations instead of attending.
17. On 20 February Ms Smales wrote to the Claimant saying the allegations had been upheld and her employment was terminated with immediate effect.

THE LAW

18. Interim relief is an interim remedy available only in certain unfair dismissal cases, including automatic unfair dismissal due to whistleblowing. It is an order

requiring the Respondent to continue the contract of employment pending the outcome of the claim.

19. Pursuant to s.128(2) of the Employment Rights Act 1996 (“ERA”), the Tribunal may only consider an application for interim relief if it is presented within 7 days of the effective date of termination.

20. S.129(1) provides, so far as relevant:

This section applies where, on hearing an employee’s application for interim relief, it appears to the tribunal that it is likely that on determining the complaint to which the application relates the tribunal will find-

(a) that the reason (or if more than one the principal reason) for the dismissal is one of those specified in-

(i) section.... 103A

21. The Claimant bears the burden of proof in respect of the application.

22. “Likely”, according to the EAT in Taplin v C Shippam Ltd [1978] ICR 1068, means “a pretty good chance” (that test having been more recently confirmed in Dandpat v University of Bath UKEAT/0408/09 and London City Airport v Chacko [2013] IRLR 610). The test requires a “significantly higher degree of likelihood” than the balance of probabilities (Underhill J in Ministry of Justice v Sarfraz [2011] IRLR 562 and Wollenberg v Global Gaming and another UKEAT/0053/18/DA).

23. The test requires the Tribunal to be satisfied that the Claimant is “likely” to succeed on each necessary aspect of the claim (His Highness Shake Bin Sadr al Qasimi v Robinson UKEAT/0281/17 at paragraph 11), albeit that HHJ Eady QC, as she then was, stated that the approach was necessarily going to have been “broad-brush” and was “very much an impressionistic one”.

24. The process was described in Chacko as follows:

“The application falls to be considered on a summary basis. The employment judge must do the best he can with such material as the parties are able to deploy by way of documents and argument in support of their respective cases. The employment judge is then required to make as good an assessment as he is promptly able of whether the claimant is likely to succeed in a claim for unfair dismissal based on one of the relevant grounds. The relevant statutory test is not whether the claimant is likely to succeed in his or her complaint to the Employment Tribunal but whether ‘it appears likely to the tribunal’ in this case the employment judge ‘that it is likely’. To put it in my own words, what this requires is an expeditious summary assessment by the first instance employment judge as to how the matter looks to him on the material that he has. The statutory regime that places emphasis on how the matter appears in the swiftly convened summary hearing at first instance which must of necessity involve a far less detailed scrutiny of the respective cases of each of the parties and their evidence than will be ultimately undertaken at the full hearing of the claim.”

25. The claim is brought under s.103A and the Claimant therefore needs to show

that there is a pretty good chance of her ultimately successfully demonstrating that she made one or more protected disclosure and her dismissal was solely or principally because of her making a protected disclosure. All aspects of the claim have to meet the standard referred to above (Hancock v Ter-Berg [2020] IRLR 97 (EAT)).

26. Pursuant to s.103A, and because the Claimant has less than two years' service, it would be for the Claimant to show that the protected disclosure was the reason or principal reason for her dismissal.

27. The Employment Rights Act 1996 provides, so far as relevant:

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, or is likely to be deliberately concealed.

...

103A Protected disclosure

An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee made a protected disclosure.

...

28. For the purposes of s.43B the employee must prove that he or she held a reasonable belief that the information disclosed tended to show a relevant failure. This involves a subjective assessment of what the employee believed at the time of the disclosure and an objective assessment of whether that belief

could have been reasonably held, taking into account the position of the employee (Babula v Waltham Forest College [2007] ICR 1026).

29. The leading case on the “public interest” test is Chesterton Global Ltd (t/a Chestertons) and anor v Nurmohamed (Public Concern at Work intervening) 2018 ICR 731, CA. Disclosures relating to an alleged breach of the worker’s own contract of employment are not necessarily excluded from protection, but there would need to be features of the case that make it reasonable to regard disclosure as being in the public interest, as well as in the personal interest of the worker. In this regard, the following factors might be relevant:

29.1. the numbers in the group whose interests the disclosure served

29.2. the nature of the interests affected and the extent to which they are affected by the wrongdoing disclosed

29.3. the nature of the wrongdoing disclosed, and

29.4. the identity of the alleged wrongdoer.

30. One of the factors identified in Chesterton that was relevant to public interest was that the disclosure was of deliberate wrongdoing and that it allegedly took the form of misstatements in the accounts to the tune of £2–3 million. The Court of Appeal observed that, if the accounts had been statutory, the disclosure of such a misstatement would unquestionably be in the public interest (even if it involved a private company). The fact that the accounts in question were only internal made the position less black and white. However, internal accounts feed into the statutory accounts and Chesterton Global was a very substantial and prominent business in the London property market. It was therefore reasonable for the tribunal to regard disclosure as being in the public interest.

SUBMISSIONS

31. The Claimant says she reasonably believed the disclosures tended to show breaches of serious legal obligations because she believed the company was potentially trading while insolvent. There were also serious issues as to whether the expenses were legitimate. The financial position of the company was such that creditors and customers were at risk. The Claimant says the timeline shows that the reason for Mr Cabell’s abusive message on 17 January was the protected disclosures, and that she felt forced into the position of resigning as a result. She says she was then dismissed by his subsequent messages on 17 January. Her resignation, and the dismissal on 17 January, were both because of the protected disclosures.

32. When asked what her case was as regards her employment after that date, the Claimant said that she had not agreed for her employment to be revived after the dismissal. She accepted payment of wages up to 20 February, but as far as she was concerned she was entitled to be paid for the whole of her three-month notice period. She considered the subsequent disciplinary process was a sham, designed to limit the damage after Mr Cabell’s summary dismissal on 17 January.

33. The Respondent’s position is that the Claimant was dismissed on 20 February, i.e. she was employed until that date. It says that the Claimant’s case,

far from being likely to succeed, is misconceived. The matters she was raising were no more than standard cash-flow and expenses issues that are commonly and properly raised by a finance director. They did not come close to reaching the level of tending to show breach of any legal obligation, and even if they did, the Claimant did not believe the disclosures were made in the public interest, or did not reasonably believe that they did. The Respondent says the dispute arose from disgruntlement about Ms Smale's employment, and that the Claimant is seeking to manufacture a whistleblowing complaint to get around the requirement for two years' service and/or to detract from her own wrongdoing for which she was dismissed.

CONCLUSIONS

34. A preliminary issue arises as to whether the application for interim relief has been brought in time. The Claimant's case is that she resigned on 17 January and was then summarily dismissed on the same day. She does not accept that her employment was revived at any stage thereafter. On the information available to me, I find that is the correct contractual analysis. Mr Cabell's last email clearly indicates an intention to end the Claimant's employment with immediate effect. The reference to changing the locks and not paying her anything further makes that clear. There is no evidence of an agreement to recommence a contract of employment after that date.
35. Notwithstanding the Respondent's position, that the Claimant was dismissed on 20 February, given that the Claimant's own case is that she was dismissed on 17 January, it must follow that her application for interim relief is out of time. The Tribunal cannot therefore make an order for interim relief.
36. For completeness, however, I have also considered whether the Claimant is likely to succeed in her claim and therefore whether the application for interim relief should be granted, if it were made in time.
37. I must consider whether, on the information available, there is a "pretty good chance" the Tribunal at the final hearing will find that the Claimant made at least one protected disclosure and that that was the sole or principal reason for her dismissal. It is not my role at this hearing to make findings of fact as to the Claimant's belief at the time of the alleged disclosures or the reason for the Claimant's dismissal. I have heard no evidence.
38. The email of 8 January is an urgent request for missing receipts. It did not disclose information that tended to show the company or any directors were likely to be in breach of obligations under the Companies Act to keep accurate records. The Claimant was simply pointing out that she did not have the receipts, in order to put them through the company accounts/software. She was also raising potential risks in terms of losing favourable arrangements for paying VAT.
39. The email of 14 January did not disclose any further information. It also acknowledged that it might be necessary to allocate the expenses to Mr Cabell's loan account. There is no suggestion that that solution would have involved any breach of a legal obligation.
40. The email of 16 January disclosed there was an immediate cashflow problem. It referred to some upcoming liabilities that needed to be paid. That is a

long way from information that tends to show the company was insolvent. Businesses often encounter cashflow problems. There is nothing in the email to suggest that the problem was incapable of being resolved. On the contrary, the Claimant was asking for Mr Cabell's thoughts on the issue.

41. As for the WhatsApp message, no information at all was disclosed, other than that the Claimant had "been on the phone to Tracy for an hour". Even if in context it was found to have disclosed information about a complaint from a supplier about Ms Smale, there is nothing to indicate that this would have constituted a breach of any legal obligation by Ms Smale.
42. I am therefore not satisfied that the Claimant is likely to show that she held a reasonable belief that information disclosed in any of the communications relied upon tended to show breach of any legal obligation.
43. Even if the Claimant were able to establish that, I am not satisfied that she is likely to show she reasonably believed the disclosures were made in the public interest. These were matters relating to the internal governance and finances of a relatively small company. Even if there was a risk of imminent insolvency, the Claimant has not shown that that is something that was likely to affect such a large number of people that it could properly be described as a matter of public interest.
44. As to the reason for the Claimant's dismissal, this is a straight factual dispute. The Respondent says that her resignation probably had more to do with disagreements with Ms Smale. The Tribunal would need to hear from Mr Cabell as to what he meant by his WhatsApp message at 1.06am. It is not possible to say at this stage that the Claimant is "likely" to establish that the disclosures were the sole or main reason for his message, or indeed for his annoyance after the Claimant resigned.
45. In all the circumstances and based on the information available to me today, I am not satisfied that the Claimant has a pretty good chance of showing that her dismissal was automatically unfair under s.103A ERA. Her application for interim relief is dismissed.

Approved by:

Employment Judge Ferguson
Date: 1 May 2026

REASONS SENT TO THE PARTIES ON
15 May 2026

Jade Lobb
FOR THE TRIBUNAL OFFICE