EMPLOYMENT TRIBUNALS

Claimant: Mr J Lauritzen

Respondent: Moneyplus Group Limited

Heard at: Manchester (by video) **On:** 20 April 2026

Before: Employment Judge Slater

Representation
Claimant: In person
Respondent: Mr A MacPhail, counsel

JUDGMENT

1. The application for interim relief does not succeed.

2. The name of the respondent is amended by consent to Moneyplus Group Limited.

REASONS

Introduction

1. This was an application for interim relief based on the claimant's complaint of section 103A Employment Rights Act 1996 constructive unfair dismissal i.e. protected disclosure or whistleblowing constructive unfair dismissal.

2. The claimant met the procedural requirements of making his application within seven days of the end of his employment. It was agreed that the claimant's employment ended on 27 January 2026. Although the claimant in his resignation letter of that date said he was willing to work his notice, the claimant informed me that he then agreed with the respondent, at the claimant's request, that he would leave immediately but be paid in lieu of notice.

3. The test, in accordance with section 129 of the Employment Rights Act 1996, is that interim relief will only be granted if it appears to the Tribunal that it is likely that, on determining the section 103A complaint, the Tribunal at the final hearing will find that the reason or principal reason for the dismissal (here a constructive dismissal and, therefore, the reason for the fundamental breach of contract) is that the claimant made protected disclosures.

4. In accordance with the case law, this is a high bar to overcome. The test is whether the claimant had a pretty good chance of success at the full hearing. This is a significantly higher threshold than whether the claimant has a better than evens chance of succeeding in his complaint.

5. A decision not to grant an interim relief order is not an indication as to whether or not, after hearing all the evidence, the Tribunal at the final hearing will conclude that the claimant made protected disclosures, that he was constructively dismissed and that the reason or principal reason for the constructive dismissal was that he made protected disclosures. It is entirely possible that someone who fails in an interim relief application may succeed in their claim at a final hearing.

6. An application for interim relief has to be determined expeditiously and on a summary basis. The Tribunal does not hear evidence unless the Judge makes a positive decision to do so. I did not hear evidence, although I have looked at statements, skeleton arguments and documents provided by the parties.

7. I had a bundle from each party, the respondent's consisting of 174 pages, including the respondent's witness statements, and the claimant's consisting of 133 pages, including his skeleton argument and witness statement. Where I refer to C[number], this is a reference to that page number in the claimant's bundle. Where I refer to R[number] it is a reference to that page number in the respondent's bundle. Many documents were included in both bundles.

8. I did not read all the documents provided. I read the documents I considered most likely to assist me to make the required assessment so I read documents relating to events leading up to the claimant's dismissal. I did not read all the documents relating to events after the claimant's resignation. I considered it unlikely these would assist me and the time required to do so would have been disproportionate, given the exercise I was required to conduct. Although, the case was listed for 3 hours, in the event we needed to continue into the afternoon (with the agreement of the parties).

9. I have to consider whether the claimant has a pretty good chance of success at the final hearing in succeeding in every element necessary for success in this complaint. This is whether the claimant had a pretty good chance of success in the Tribunal concluding that he did make protected disclosures, that he was constructively dismissed and that the making of these disclosures was the reason or principal reason for his constructive dismissal.

The claimant's application to exclude material provided late by the respondent

10. After I had clarified matters with the claimant and heard submissions from both the claimant and the respondent, the claimant asked me to disregard material provided late by the respondent, in particular, the respondent's witness statements

on the basis that these were provided later than the orders required and the respondent had more time than the claimant to prepare these and did so having seen the claimant's statement and skeleton argument. I heard submissions from both parties in relation to this application.

11. I refused the claimant's application to exclude any material provided by the respondent.

12. The order contained in the notice of hearing required the parties to send a copy of any documents to be relied on at the hearing to the other party and the Tribunal by no later than 3 working days before the hearing. The hearing was on Monday 20 April 2026. The claimant sent his bundle, including his witness statement and skeleton argument, on 14 April 2026. The respondent sent the majority of their documents to the claimant on 10 April 2026, suggesting that they agree a joint bundle. The claimant refused to agree a joint bundle, preferring to do his own. The respondent provided their updated bundle, including the witness statements and a small number of additional documents, to the claimant and the Tribunal on Thursday 16 April 2026. They provided their skeleton argument to the claimant and the Tribunal on Friday 17 April 2026.

13. I do not consider that the order required skeleton arguments to be provided not later than 3 working days before the hearing. The order is not clear that witness statements, if provided, have to be provided not later than 3 working days before the hearing. The claimant had been provided with the majority of the documents on 10 April. The respondent was slightly late in providing the few additional documents and (if witness statements were covered by the order, which I doubt), with the witness statements. Any breach of the orders was minor. I did not consider that the claimant suffered any prejudice in the slight delay. He had the period from 16 April until 20 April, including a weekend, to consider the new documents and witness statements. I would take account of the fact that the respondent had received the claimant's witness statement before they provided their witness statements, in evaluating the information in those statements.

The s.103A claim

14. I clarified with the claimant the matters he sought to rely on as protected disclosures. These were contained within emails of 19, 21 and 22 January 2026. The claim form referred to emails of 19 and 20 January but not those of 21 and 22 January, which were referred to in the skeleton argument only. The claimant told me that he referred in error in the claim form to an email of 20 January. The respondent argued that the claimant could not rely on disclosures not included in the claim form. I address this argument in my conclusions.

15. The claimant confirmed that he argued that he had made disclosures of information in the three emails which he reasonably believed tended to show that the respondent had failed, was failing or was likely to fail to comply with a legal obligation to which the respondent was subject.

16. In relation to the 19 January 2026 email, the claimant clarified that the part of the email he relied on as the relevant disclosure of information was at C73. The claimant referred to FCA rule PRIN 2A.2.3(c): "taking advantage of a retail customer or their circumstances, for example any characteristics of vulnerability, in a manner which is likely to cause detriment". He then wrote:

> "In the case of our customer, now that we know of her circumstances, I do not believe that we can continue to take her direct debit, and management fee, when we know that we can seek out appropriate documentation to pursue medical write-off on her behalf. I believe an omission here would constitute taking advantage of her."

17. The claimant had stated earlier in that email his understanding that the customer had lost capacity.

18. The claimant clarified that he was arguing that he was disclosing information tending to show that the respondent was likely to continue to take the customer's direct debit and management fee and this would be a breach of the FCA's consumer duties.

19. In relation to the email of 21 January 2026, the claimant clarified that the parts relied on as the relevant disclosure of information were on C77. He wrote that he believed that applicable law was not familiar to the compliance team and that his managers were unfamiliar with the concept of protected disclosure in the client's best interest under certain circumstances. He wrote:

> "My concern is therefore that MoneyPlus is not fulfilling the consumer duty we are bound to abide by, per FCA regulations, and that our director of compliance was unfamiliar with certain aspects of the consumer duty concerning vulnerable consumers. I am also concerned she is unaware of exceptions under data protection laws. MoneyPlus is thus failing to honour its duty of care towards vulnerable customers per all applicable laws and regulations. ***I therefore reasonably believe that Lisa does not meet the FCA fit and proper person test to hold her senior role as director of compliance, under their core criteria of integrity, and competence***."

20. The claimant clarified that he was arguing that this information tended to show that the respondent was in breach of the FCA requirements to ensure that policies were embedded and trained on.

21. The claimant confirmed that the disclosure of information in the 22 January 2026 email (C79) was information tending to show the same breaches as the email of 21 January 2026. He wrote in this email:

> "Per FCA and ICO guidance, policies should be sufficiently embedded within a firm. This means that they should be understood, properly communicated and trained on. The policy was not known to the staff members I consulted, nor had I ever been trained on the steps to take for lawful data disclosure. This undermines the effectiveness of the policy and does not meet FCA expectations. I was told by managers and colleagues that I cannot disclose ***anything*** about our customer to third parties. If they had been appropriately trained in this area, I would not have been advised this."

22. I also clarified the matters the claimant sought to rely on as together constituting a breach of the implied duty of mutual trust and confidence, entitling him to resign. These were summarised in the claim form as: "Unfair investigation (predetermination, issue separation, redaction); substance refusal; SAR delay;

customer inaction." I set out in my conclusions the explanation the claimant provided for each of these matters so do not repeat them here.

23. In his skeleton argument at paragraph 22, the claimant set out what he relied on as a cumulative course of conduct, with the last straw said to be "the gross misconduct recommendation made without reading the claimant's defence". The other matters relied upon were: "an unannounced investigation meeting on 19 January 2026, presented to the Claimant as "a chat" but conducted as a formal pre-prepared investigation by Carmel Nelson; a change of investigation manager to the more senior Jon Potts after the Claimant made his disclosures; adversarial credibility attacks engaging with regulatory substance while maintaining the merits were out of scope; redaction of the Claimant's whistleblowing references from materials provided to the investigation manager; a gross misconduct recommendation made without reading the defence; and complete non-engagement with any substantive regulatory point raised.

24. In clarification at this hearing, the claimant said he was complaining about an escalation, rather than the initial meeting on 19 January; he alleged that the substance of the meetings took a different turn from GDPR to attacking his credibility. The claimant referred to Jon Potts asking him whether he was aware laws could change, challenging his characterization of the 85 year old husband as vulnerable, challenging the claimant's interpretation of necessity and asking why he was ignoring instructions of colleagues. The claimant said he was initially pleased there was a change of investigation manager but, when Jon Potts was adversarial, he thought they had chosen Jon Potts because he was not aware of the claimant's disclosures. In relation to the last straw, the claimant said that Jon Potts had to decide whether there had been any breach of GDPR before deciding whether the claimant had a case to answer and he had not done this.

25. The claimant said he resigned rather than going to the disciplinary hearing because the regulations he relied on were clear but the company decided to treat this as misconduct. He felt this was a repudiatory breach of contract.

26. The respondent argued that the claimant could not rely on anything, for the constructive dismissal, that was not referred to in the claim form. I deal with this argument in my conclusions.

Facts

27. I set out here what I understand to be basic agreed facts, areas where there will be disputes of fact and evidence I understand will be given at a final hearing, in relation to matters relevant to the assessment I have to make for the application for interim relief.

28. The respondent provides debt advice and solutions to customers. Much of their work is regulated by the financial conduct authority.

29. The claimant was employed by the respondent for less than two years prior to his resignation on 27 January 2026.

30. The events leading to the resignation began with an incident on 15 January 2026. The claimant had a conversation with a customer's daughter in the USA. The customer was residing in a care home. The claimant understood that the customer did or might lack capacity to make financial decisions. The claimant

understood that there was no one with power of attorney. The claimant was considering whether to call the care home. He had a conversation about this with Lisa Middleton, his line manager and director of compliance in the compliance team. Lisa Middleton had some concerns about doing so, including concerns about data protection. There is some dispute about what was said but there appears to be agreement that Lisa Middleton said that she wanted to research the situation. In the canteen, the claimant spoke to another manager, Rachel Armitt. Again, there is some dispute about what was said. The claimant called the care home.

31. The respondent became aware of the claimant's call. The respondent says that there were concerns about what the claimant had done, including whether there had been a breach of data protection and whether he had failed to comply with management instructions from Lisa Middleton. Documents which are on the face of them contemporaneous statements, confirm these concerns (R34-39).

32. Carmel Nelson had a meeting with the claimant on 19 January to discuss what had happened.

33. After that meeting, in the evening of 19 January 2026, the claimant sent an email to Tom Bradnum. This set out, at some length, why the claimant considered that his actions were correct in law. The claimant relies on this as his first disclosure. The claimant wrote at C 73 "in the case of a customer, now that we know of the circumstances, I do not believe that we can continue to take a direct debit, and management fee, we know that we can seek out appropriate documentation to pursue medical write off on her behalf. I believe an omission here would constitute taking advantage of her." The claimant quoted from FCA rules requiring tailored support for those lacking capacity: taking advantage of a retail customer or their circumstances, for example any characteristics of vulnerability, in a manner which is likely to cause detriment.

34. The respondent agreed to switch the investigating manager, from Carmel Nelson to Jon Potts. In an email dated 20 January 2026 (R5), the claimant wrote that he appreciated this change and agreed with it. The respondents will say that Mr Potts was chosen because he worked in a similar area of the business to the claimant which was FCA regulated, unlike Ms Nelson who worked in a different area, not regulated by the FCA.

35. On 19 or 20 January, the claimant made a SAR. I understood from our discussion at the start of the hearing that this had not been responded to prior to the claimant's resignation. However, it appears from notes of an investigation meeting with Jon Potts (R95) that there was at least some response before that meeting on 27 of January and, therefore, before the claimant's resignation. I will assume for the purposes of this application that, if there was some response, this was not a full response to the SAR at that time.

36. Although the claimant referred in his claim form to a protected disclosure on 20 January, the claimant said at this hearing that that was an error so I make no further reference to any disclosure on 20 January.

37. On 21 January 2026, the claimant raised a grievance (R59). The claimant did not refer to this disclosure in his claim form but relies on it as a protected disclosure in his skeleton argument. The respondent says that this does not form part of his pleaded claim. At this hearing, the claimant explained that the disclosure of

information relied on was that there was a breach of FCA obligations to ensure that policies were embedded and trained on.

38. On 22 January 2026, the claimant sent a further email which he relies on in his skeleton argument but not his claim form as a further protected disclosure (R83). This in effect made the same alleged disclosure as email of 21 January 2026. Again, the respondent says this does not form part of the claimant cannot be relied on for this application.

39. The respondent decided, they say on advice, to deal under separate processes with the potential disciplinary matter, the claimant's grievance and what the claimant expressed to be whistleblowing.

40. Mr Potts was sent by the respondent the parts of the claimant's letters which they say were felt relevant to what Mr Potts had to investigate.

41. On 22 January 2026, the claimant attended an investigation meeting with Jon Potts (R67). The notes of the meeting record that the claimant was given an opportunity at this meeting to ask any questions he wanted and to give his view.

42. Later that day, the claimant wrote to Jon Potts setting out various matters (R81).

43. The same evening, claimant wrote another email addressed to two individuals in HR but not copying in Jon Potts.

44. On 27 January 2026, the claimant attended a further investigation meeting with Jon Potts (R93). The notes record that the claimant was given an opportunity to add anything. Jon Potts acknowledged receiving the claimant's email of 22 January and it appears from the notes of the meeting that he had read this email. Jon Potts said that he would be putting the claimant forward for a disciplinary and an outcome of this could be gross misconduct. The claimant replied that he understood the decision. The claimant then asked if he had read the email to HR. Mr Potts said he had not. The claimant expressed frustration that no one had discussed the rules with him and reasserted that he thought he had done the right thing. He said he was going to resign.

45. The respondent will say that R97 is a document prepared by Jon Potts setting out his decision to move matters to a disciplinary. The scope of the investigation is described in this document as considering the employee's decision to contact a third-party care provider, the nature of information disclosed, whether appropriate authority or internal approval had been obtained, and the employee's understanding of internal policy and relevant regulatory guidance. It noted that wider matters had been raised by the employee related to organisational processes and regulatory interpretation which were noted as being treated as separate from the conduct investigation.

46. The meeting ended at 2:43 pm. The claimant emailed his resignation at 2:49 pm (R98). This stated that the claimant could not continue to ethically perform his role. He stated that he believed the cumulative conduct of the respondent had breached the implied term of mutual trust and confidence. He listed matters which he considered to be the respondent's repudiatory breach and detriment. These were very similar to the matters set out in claim form. He asserted that he

considered it likely he would succeed in proving the principal reason for the treatment was his whistleblowing.

Law

47. The law relating to protected disclosures is contained in the Employment Rights Act 1996 (ERA). Section 43B defines disclosures which qualify for protection. The relevant part for this case is as follows:

> "(1) 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:
>
> …
>
> (b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject;"

48. To be a protected disclosure the qualifying disclosure has to have been made either to the employer (that is section 43C) or to another person falling within the definitions of sections 43D through to 43G ERA. The alleged disclosures in this case were to the employer.

49. Section 103A ERA says that 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. Dismissal includes constructive dismissal.

50. Section 95(1)(c) ERA provides that an employee is to be regarded as dismissed if "the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct."

51. An employee will be entitled to terminate a contract of employment without notice if the respondent is in fundamental breach of that contract and the employee has not waived the breach or affirmed the contract by their conduct.

52. An implied term of an employment contract is the term of mutual trust and confidence. This is to the effect that an employer will not, without reasonable or proper cause, conduct themselves in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between the employer and employee. Browne-Wilkinson J in **Woods v WM Car Services (Peterborough) Limited 1981 ICR 666**, said that the tribunal must "look at the employer's conduct as a whole and determine whether it is such that its effect, judged reasonably and sensibly, is such that the employee cannot be expected to put up with it."

53. Where the employee does not have sufficient qualifying service to claim "ordinary" unfair dismissal, the burden is on the claimant to prove that he was

dismissed for an inadmissible reason: **Ross v Eddie Stobart Ltd EAT 0068/13**. Here, the inadmissible reason relied on is the making of a protected disclosure.

54. Section 128 ERA allows an employee bringing a complaint of unfair dismissal relying on s.103A Employment Rights Act 1996 to make an application for interim relief provided the claim is presented within 7 days following the effective date of termination.

55. Section 129 Employment Rights Act 1996 provides:

> "(1) 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 if one of those specified in –
>
> (i) Section…..103A, or
>
> ……."

56. In **Taplin v C Shippam Ltd 1978 ICR 1068**, the EAT said the correct test to apply when considering whether or not it is likely that the Tribunal will find that the reason or principal reason for dismissal is one of those reasons where interim relief can be granted was whether the claimant has a "pretty good chance of success" at the full hearing.

57. In **Wollenberg v Global Gaming Ventures (Leeds) Ltd EAT 0053/18,** the EAT said this is a significantly higher threshold than merely "more likely than not" that the claim would succeed.

Conclusions

58. I consider that, in dealing with an interim relief application, I must take the claimant's case as expressed in his claim form rather than as it might be if an amendment application was made and granted. To the extent that his explanations in his skeleton argument and oral submissions provide further particulars of something contained in the claim form, I can take this as his case. If the skeleton argument presents a new case, I must disregard this.

59. If, following this hearing, the claimant makes an application to amend his claim, that will be dealt with in the normal way as part of case management of this case.

Protected disclosures

60. Only the email of 19 January 2026 is referred to in the claim form. I consider that reliance on the emails of the 21 and 22 January 2026 would require an amendment to the claim. I cannot, therefore, consider the emails of 21 and 22 January for the purposes of the interim relief application.

61. In relation to the email of 19 January 2026, I do not consider the claimant has a pretty good chance of success in establishing that this contained a disclosure of information which, in the claimant's reasonable belief, tended to show what a person failed, was failing or is likely to fail to comply with any to which they were

subject. The claimant was setting out his view that, if the respondent continued to take direct debits from the client, they could be in breach of FCA obligations. He was not saying they had already breached a legal obligation. Although he was setting out a scenario under which there **could** be a breach, I do not consider that there is a pretty good chance of success in the argument that the information disclosed in that email tended to show that the respondent was **likely** to fail to comply with FCA obligations. The claimant says that, in practice, the respondent did take the next direct debit and he considers that the respondent was in breach, therefore, of their obligations. However, this had not occurred at that time and it could have been the case that the respondent would have responded to the situation by stopping the direct debit. I do not consider that there is a pretty good chance of success in the claimant arguing what he did disclose tended to show that it was likely that the respondent would continue to take direct debits and, by doing so, would breach FCA regulations.

62. Had I found that there was a pretty good chance success of the claimant establishing that he had disclosed information tending to show a likely breach of a legal obligation, I would have concluded that the claimant had a pretty good chance of success in establishing that he reasonably believed this to be in the public interest. Although this related to one particular case, I consider there is a good argument that compliance with FCA regulations is generally in the public interest and how the respondent deals with one case is likely to have implications for what they do in other cases.

63. The application for interim relief does not succeed because I conclude the claimant does not have a pretty good chance of success in establishing that he made a protected disclosure on 19 January 2026. However, I will go on to deal with what I would have decided in relation to constructive dismissal and causation, if I had concluded there was a pretty good chance of the claimant establishing that he made a protected disclosure.

64. As previously stated, the claimant cannot rely for this application on the emails of 21 and 22 January 2026. Had these been referred to in the claimant's claim form, I would have concluded that there was a pretty good chance of success in the claimant establishing that he had disclosed information in those emails which, in his reasonable belief, tended to show that the respondent was failing to comply with obligations about ensuring policies were embedded and trained on. However, the application for interim relief would still have failed because of the matters to do with constructive dismissal and causation which I deal with next.

Constructive dismissal

65. Although my decision in relation to the protected disclosure means that the application fails, I go on to consider what I would have decided in relation to chances of success in the constructive dismissal argument and on causation.

66. In relation to constructive dismissal, I must consider whether the claimant has a pretty good chance of success in the argument that the matters relied upon together constitute a breach of the implied duty of mutual trust and confidence and that he resigned in response to that breach.

67. The claimant relied on the following matters in his claim form: unfair investigation (predetermination, issue separation, redaction), substance refusal,

SAR delay and customer inaction. His skeleton argument referred to an unannounced investigation meeting on 19 January 2026; a change of investigation manager to Jon Potts; adversarial credibility attacks engaging with regulatory substance while maintaining the merits out of scope; redaction of the claimant's whistleblowing references from materials provided to the investigation manager; a gross misconduct recommendation made without reading the claimant's defence and non-engagement with any substantive regulatory point raised. To the extent that the matters in skeleton argument do not duplicate or simply provide further details of what is in the claim form, to rely on these would require an amendment to the claim. I conclude that the claimant cannot rely on the new matters for his interim relief application.

68. Dealing first with the matters in the claim form, the claimant explained predetermination as being a failure to engage with the regulatory points he was making and not providing a substantive response to whether there was a data breach or not. I do not consider that the claimant has a pretty good chance of success in arguing that the respondent's actions in this respect were capable of contributing to a fundamental breach of contract. The respondent will say that, on advice, they separated out dealing with various processes. The respondent may be successful in arguing that they had reasonable and proper cause for acting in this way, dealing with matters under each separate applicable procedure. Despite this separation, had the claimant not resigned, the respondent may have needed to consider at the disciplinary hearing, amongst other matters, whether the claimant breached data protection regulations. I do not consider that the claimant has a pretty good chance of success in arguing that not making a decision on this prior to the disciplinary hearing was capable of contributing to a fundamental breach of contract.

69. In relation to issue separation, the claimant explained this as being separating matters into different processes. Whilst there may be questions to be raised at the final hearing as to why the respondent took this course of action, I do not consider that, on the information available, the claimant has a pretty good chance of success in establishing that this was done for illegitimate reasons. It is plausible that an employer could have reasonable and proper cause for taking the view that the grievance and whistleblowing matters should be dealt with separately to the conduct disciplinary proceedings, given that the respondent had different processes for disciplinary proceedings, grievances and whistleblowing complaints. The notes of the meetings with Mr Potts suggest that the claimant was not precluded from raising matters he considered relevant in the conduct investigation. I conclude that the claimant does not have a pretty good chance of success in showing that the respondent's actions in this respect were capable of contributing to a fundamental breach of contract.

70. In relation to redaction, the claimant explained that this was taking out the parts of his letters relating to whistleblowing before providing those letters to Mr Potts. The notes of the meetings with Mr Potts suggest that the claimant was not precluded from raising matters he considered relevant. I conclude that the claimant does not have a pretty good chance of success in showing that the respondent's actions in this respect were capable of contributing to a fundamental breach of contract.

71. Substance refusal was explained to be refusing to discuss the merits of the regulatory matters with the claimant. This appears linked to the issue separation.

Had the claimant not resigned, the respondent may have needed to consider at the disciplinary hearing, amongst other matters, whether the claimant breached data protection regulations. Whilst there may be questions to be asked at a final hearing about this, I do not consider, on the information available, that the claimant has a pretty good chance of success in arguing that not discussing this with the claimant prior to the disciplinary hearing was capable of contributing to a fundamental breach of contract.

72. I do not consider that the claimant has a pretty good chance of success in arguing that SAR delay was capable of contributing to a fundamental breach of contract. At the time of resignation, only seven or eight days had passed since the request.

73. In relation to customer inaction, the claimant explained this as being no attempt to deal with customer's urgent circumstances before the claimant resigned. I agree with the respondent's submission that this could not contribute to a breach of the claimant's own employment contract.

74. I have concluded, in relation to the matters included in the claim form, that the claimant does not have a pretty good chance of success in arguing that he was constructively dismissed because of these actions or failures.

75. To the extent that the matters in skeleton argument do not simply provide further details of what is in the claim form, I conclude that the claimant cannot rely on them for his interim relief application. If the claimant had been allowed to rely on these, I would not have concluded that the claimant had pretty good chance of success in establishing that he was constructively dismissed because of these matters. The 19 January meeting happened before any alleged protected disclosure so anything about that meeting cannot be caused by the making of protected disclosures. I do not consider that, on the information before me, there was any obvious escalation in the sense of things taking a different turn, following the alleged disclosures. The alleged adversarial attacks on the claimant's credibility, do not appear to be obviously unreasonable comments e.g. Mr Potts asking the claimant whether he was aware laws could change and challenging the claimant's characterisation of the customer's husband as vulnerable simply on the basis of his age. The claimant had expressed agreement with the change of investigation manager which makes it difficult for the claimant to now argue that the change was conduct which could contribute to a breach of the implied duty of mutual trust and confidence. The claimant's "last straw" is expressed to be "the gross misconduct recommendation made without reading the claimant's defence". There was no recommendation that the claimant be found guilty of gross misconduct. The case was to be referred by Jon Potts for a disciplinary hearing which would have determined whether the claimant was guilty of misconduct which Jon Potts informed the claimant could potentially be gross misconduct. There were factual issues to be determined at the hearing about what was said to the claimant and why he proceeded to make the phone call to the care home, which Lisa Middleton was to say was against her instructions, as well as the possibility that the claimant acted in breach of GDPR. On the basis of the notes of the second investigation meeting with Mr Potts, it appears he had considered relevant material before making the recommendation to proceed to a disciplinary hearing. The only thing he said he had not read, was an email sent by the claimant to HR but not copied to Mr Potts. Mr Potts appears, from the notes, to have read the email of 22 January which the claimant had sent to him following the first investigation meeting.

In these circumstances, I do not consider the claimant has a pretty good chance of successfully arguing that referring the claimant to a disciplinary hearing was capable of contributing to a breach of the implied duty of mutual trust and confidence.

Causation

76. Even if I had considered that the claimant had a pretty good chance of success in establishing that he had made protected disclosures and that he was constructively dismissed, on the information available, I would not have concluded that the claimant had a pretty good chance of success in establishing that the sole or principal reason for the constructive dismissal was the making of protected disclosures. The claimant would have to satisfy the Tribunal that the sole or principal reason for the respondent acting in the matters relied on by the claimant as together constituting a fundamental breach of contract was the making of protected disclosures. The respondent had expressed concerns about the claimant's actions on 15 January prior to any alleged protected disclosures. The investigation which followed and the decision to proceed to a disciplinary hearing appear consistent with those concerns. There is nothing which points strongly to the actions of the respondent being motivated by any alleged protected disclosures.

Summary of conclusions

77. For these reasons, I conclude that the claimant does not have a pretty good chance of success in all the necessary elements to succeed in a complaint of s.103A ERA constructive unfair dismissal. The application for interim relief, therefore, fails.

78. The case will proceed to the next stage, which is normal in cases of this type, which is a private preliminary hearing for the purposes of case management.

Approved by:

Employment Judge Slater

Date: 21 April 2026

JUDGMENT SENT TO THE PARTIES ON
Date: 29 May 2026

.....
FOR THE TRIBUNAL OFFICE

Notes

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at *https://www.gov.uk/employment-tribunal-decisions* shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

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