



EMPLOYMENT TRIBUNALS

Claimant: Mr Simon Masters

Respondent: Sharman Quinney Holdings Limited

Heard at: Bury St Edmunds Employment Tribunal by CVP

On: 25, 26 and 27 March 2026

Before: Employment Judge Isabel Manley

Representation

Claimant: In person
Respondent: Ms L Redman, counsel

JUDGMENT having been sent to the parties on 13 May 2026 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

FULL REASONS

Introduction and issues

1. This was a hearing to determine what is now referred to as constructive unfair dismissal. There was no agreed list of issues. At the commencement of the hearing, I looked at the list prepared by the respondent and the claimant and decided that there was a great deal of agreement between them and that there was no difficulty with accepting the claimant's list of issues.
2. The relevant part of the list of issues reads:
 - 1) Did the claimant terminate the contract under which he was employed (with or without notice) in circumstances in which he was entitled to terminate it without notice by reason of the respondent's conduct pursuant to section 95(1)(c) of the Employment Rights Act 1996?
 - 2) In consideration the tribunal will need to decide: Was there a fundamental breach of contract or an implied term on the part of the respondent?
 - 3) If a breach of the implied term of trust and confidence is alleged, the

tribunal will need to decide:

- i) Was there reasonable and proper cause for the conduct;
 - ii) If not, was the conduct calculated or likely to destroy or seriously damage trust and confidence?
 - 4) If yes, was that act or omission by itself the repudiatory breach of contract?
 - 5) If not, was it nevertheless part of the course of conduct comprising several acts and omissions which, viewed cumulatively, amounted to a repudiatory breach of the implied term of trust and confidence?
3. There is then set out at a number of specific matters which it is said I need to determine.

“Whether the respondent unilaterally imposed a demotion or significant reduction in the claimant’s role and responsibilities.

Whether the claimant’s span of control was reduced (from approximately 16 to 17 advisors to a significantly lower number).

Whether the respondent failed to consult the claimant prior to implementing these changes.

Whether the decision to change the claimant’s role was predetermined prior to the meeting on 3 April 2025.

Whether the respondent provided inconsistent or contradictory explanation regarding the claimant’s role reporting lines headcount expectations.

Whether the respondent removed the claimant from internal league tables and replaced him with Chris Rowson during the grievance process.

Whether the respondent announced changes to the claimant’s role during his sickness absence and grievance process.

4. Then:

“If yes, was the respondent’s breach the cause of the claimant’s resignation?”

5. Then:

“If yes, did the claimant delay too long before resigning therefore affirming the contract and losing the right to claim constructive dismissal?”

6. There does not appear to be any argument from the respondent that, if there

were a dismissal, that it had a potentially fair reason to dismiss and the dismissal was unfair so those issues do not need to be set out.

7. My initial decision is to consider whether there was a dismissal under, as has been stated, section 95(1)(c) of the Employment Rights Act (ERA).
8. I had an electronic bundle of documents running to 299 pages. For the claimant, there was a witness statement from him and three other short witness statements, one from a person who could not attend the hearing, and I place very little weight on his statement. The claimant's daughter and another witness, Mr Hinds, gave short evidence and were asked one or two questions.
9. For the respondent, I heard from:
 - Mr Rowson, who was the claimant's line manager.
 - Mr Sharman, who was at the time of the alleged dismissal the Managing Director, and
 - Mr Robinson, who heard the claimant's grievance.
10. There were a few acronyms which I needed to understand during the hearing and I will just mention these now:
 - DMSD: Divisional Mortgage Services Director
 - MSRD: Mortgage Services Regional Director
 - MSAD: Mortgage Services Area Director
 - MSSM: Mortgage Services Sales Manager
 - MS: Mortgage Services
11. After the evidence had been given and before I gave oral judgment, I expressed my thanks to everybody who had taken part in the hearing. I commented that all parties had shown a great deal of respect. I was satisfied that the witnesses were doing their best to give honest accounts of what they recall happened. I also thanked the claimant who, of course, had attended the hearing and presented his claim as an unrepresented litigant, which is not always an easy task.

The facts

12. These are the facts which are the most relevant for my determination of the issues.
13. The claimant commenced working for the respondent in February 2018. The respondent is an estate agency with 22 branches. Those branches deal with residential sales and lettings, land, and new homes, and has a mortgage services department.

14. In 2003, the respondent became part of a larger group, Connells Limited, having been started in 1989 by Mr Sharman and Mr Quinney, who retired some years ago.
15. Mr Rowson knew the claimant before he started from having worked with him elsewhere. Mr Rowson commenced his employment with the respondent in November 2017 as a MSSM and later DSMD.
16. The claimant started as an MSSM but his role changed as we come to.
17. Mr Sharman had previously been the Managing Director (MD) but had had some periods of ill-health and so had stepped back to become Executive Chairman. Mr Rowson then became MD in 2022 and, at that point, he promoted the claimant to MSRD. Mr Rowson remained as the claimant's line manager and still, to some extent, oversaw the mortgage services but he was also responsible for residential sales.
18. The claimant was responsible by late 2024 early 2025, for between 14 and 17 mortgage consultants. There is a dispute about the exact numbers but I do not think that matters greatly. It appears that two of the consultants were in training. The claimant's income included a base salary, bonus and commission which was based on the earnings of these consultants. He was also the line manager for MSSMs, although it seems there was only one, most of the time, that I have heard about.
19. In late 2024, there were also changes at the Connells Group so that two individuals, Steve Pearson and Mark Lightfoot, took on responsibility for the respondent business. This led to conversations about the mortgage services business which, as I understand it, is around 20 per cent of the overall business, and the need, they felt, to increase the number of mortgage consultants, perhaps to have one in each branch or more.
20. The claimant's evidence, which I accept as it was not challenged, was that a headcount of mortgage consultants at the respondent was agreed by Connells in January 2025 was as being at 17. That, the claimant says, was the number that they had. I also accept that the claimant was aware that there was a belief in the senior leadership that the headcount in consultants needed to increase. 2024 had seen a reduction in mortgage income from the high in 2021 of £2.1 million so that in 2024 it was around £1.7 million. I have seen various figures suggested as to what the increase in headcount of mortgage consultants was expected. At some point it was suggested that it should be between 22 and 24, allowing for the number of branches, but Mr Rowson also suggests that maybe there should be more with more in training, reaching perhaps a figure of around 30. I am not entirely sure that the claimant was necessarily made aware of these figures but, as I have indicated, he did know that the respondent was looking to increase the number of mortgage consultants. Part of the claimant's job indeed was to recruit mortgage consultants; that was part of his job as MSRD. I accept that he had tried to do this by approaching the person at Connells who was responsible for posting vacancies for those jobs.
21. By March 2025, the only MSSM, Mr Hinde, had resigned. A possible

replacement had been identified, a Ms Dunmore.

22. On 25 March 2025 Ms Pearson, from Connells, met with Mr Rowson and this is at page 96 of the bundle. This indicated that the meeting would discuss “*MS structure and headcount.*” The claimant was not present at that meeting.
23. After discussion, Mr Rowson said that he was prepared to step back from his role of MD, as Mr Sharman was returning to that role, that he would concentrate on the mortgage service side of the business and revert to being the DMSD.
24. On 2 April, Mr Pearson, with Mr Lightfoot from Connells, again met with Mr Sharman, who had by then come back as MD, and Mr Rowson. This was a meeting to discuss a new structure. The claimant was not aware of this although he had had a conversation with Mr Lightfoot earlier when he was told that “*All will become clear.*”
25. There was then a meeting on 3 April, called by the claimant, which was a regular 2-2 meeting that included Mr Sharman, Mr Rowson and himself, which, as far as the claimant was concerned, was to discuss mortgage services and how to progress matters. The claimant was unaware of any proposed changes to his role.
26. It was put to him orally on that day, without any warning, that there would be a change in his role. There is no note of that meeting but there is not a great deal about dispute about what was said. In summary, the claimant was told that his role would revert back to MSAD, would be responsible for Area 2 and that there would be pay protection. That would be a demotion as the MSAD role is considered, as the title suggest, a lower role than MSRD.
27. Some of it was confirmed when the claimant asked for further information in an email later that day, and Mr Rowson replied in the body of that email.
28. The email is at page 99 of the bundle and dated 3 April at 16.56. The claimant had asked this question:

“I have attached my payslip for the last 12 months. Is this the amount that would be guaranteed and can you confirm how that will be paid monthly.”

29. The answer is as follows:

“The figures quoted this morning were based on the last calendar year but happy to work towards your tax year earnings on your payslip.

Your basic pay would increase to £55,000 with immediate effect.

The MSAD role has a bonus scheme of £12,500 which will follow the same rules/payment dates as your current MSRD scheme.

Your car allowance would remain at £400 per month.

Commission will be guaranteed at £30,000 equivalent therefore £2,500

paid monthly.

This would bring you to annual earnings of £102,300."

30. The next question was *"When will the new job start from."* Mr Rowson replied:

"This is something we can sit down and agree obviously with this change we will be able to make the changes sooner rather than later but in a way that is agreeable to all."

31. The third question is, *"If my answer is no, on Monday, what is the next steps?"* Mr Rowson replied, *"The next steps would be for us to sit down and agree collaboratively what we do from there and how we could best move forward."*
32. I should just mention here that March 2025 had, in fact, been a very good month in mortgage services and that had been recognised by the claimant and, indeed, by Mr Rowson. Mr Sharman's evidence is that he mentioned it at the beginning of the meeting on 3 April, although I do not know whether the claimant remembers that happening.
33. In essence, the claimant's central recollection, which is not disputed, was that he was told that he would be given the role of MSAD, that is an Area Director rather than Regional Director, and that he would be responsible for Area 2. Whether he was told directly at the time or not, he was aware that this would be responsible for 4 mortgage consultants rather than the larger number of between 14 and 17 for whom he was currently responsible.
34. The claimant was told that there would be pay protection for one year and, as that email indicates, this was confirmed later the same day.
35. There was then a telephone call on 4 April as the claimant had been unable to attend a subsequent meeting and it was clear to Mr Rowson that the claimant was unhappy. Mr Rowson and the claimant had been good and close friends both inside and outside work for many years so the situation was difficult.
36. The claimant said in the phone call that he was being demoted. I cannot find that word was used by Mr Rowson or, indeed, by Mr Sharman to the claimant, but it was clear to them that that is what the claimant believed the change amounted to.
37. The claimant had been asked to decide whether he was accepting the change by 7 April, which was the Monday. By an email of that date, the claimant said that he was not accepting the changes; he expressed deep dissatisfaction; he said that he was shocked, disappointed, and humiliated and again said that it was a demotion and that it might amount to a constructive unfair dismissal.
38. There was therefore a further meeting on 8 April. Again, there is no note of the meeting but Mr Sharman did send an email outlining, in summary, what he believed had happened at that meeting, to the Connells Group HR Department. It might just be worth reading this.
39. This is an email from Mr Sharman which is at page 109, sent shortly after the

meeting with the claimant. Mr Sharman says this:

“We laid it out as we discussed yesterday. He said he was and remains very wounded as does his wife and family.

He challenged back on the spans of control and though he has a crop of consultants who he currently looks after he thinks moving forward having a small team will limit his control of the entire business. We constantly reiterated that we want him in the business and we have spent the last few days on how we achieve that. He started to soften but remained in parts very stubborn.

I said we have reflected on last Thursday but it is now down to him to forgive and forget.

We asked for an answer by first thing tomorrow.”

40. This led to a further discussion with Mr Sharman and HR that the claimant should be sent what the respondent referred to as a “*comfort letter*.” This was to reflect a couple of changes in what the respondent were saying was on offer to the claimant. This is also dated 9 April and it is at page 115 of the bundle. We have looked at this a few times. One of the main changes was that the claimant’s job title was to remain at MSRD. The respondent had also changed the bonus scheme to the correct level for MSRD of £14,000 rather than the £12,500 previously.

41. It also went in went into what would happen after 2025 and reads as follows:

“In 2026 we would look to produce a remuneration scheme for you whereby you could achieve the same level of earnings, which would be subject to growing your active headcount by the end of 2025 to a minimum of nine for Area 2 plus Saffron Walden (8 branches). Alongside this there will be a banked performance objective reflecting the active headcount target which would be agreed nearer the time.”

42. There is then a penultimate paragraph which did cause concern to the claimant. It says this:

“Should your employment be terminated either by yourself or the company for whatever reason during the following 24 months of employment, any guaranteed payments received by you in excess of commission actually earned and banked during the following 24 months will be deducted from any outstanding remuneration due to you with any shortfall being reimbursed to the company prior to your last working day.”

43. The claimant was asked to state whether he was in agreement with the terms and reply to that email.
44. That penultimate paragraph is what the claimant called a claw-back clause. That is that his pay was protected for a time but, if he left or was dismissed, that could be re-couped. He said that he believed that, in part, this was the final straw for

his decision to resign which took place sometime later.

45. The claimant then received a WhatsApp message from Mr Rowson the same day. The claimant has pointed out that it is only about 20 minutes after that comfort letter from Mr Rowson. The message asks for the claimant's decision, "tonight" partly because he was seeing Ms Dunmore about the MSSM post.
46. Later that day, the claimant sent an email (page 120). He made it clear that he would not agree to the changes and he asked about the grievance procedure.
47. The next day, 10 April, the claimant did, in fact, send a grievance to the HR Department of Connells. It reads: -

"I am writing to raise a formal grievance regarding the recent treatment I have experienced in my role as Mortgage Services Regional Director.

Over the past few weeks there have been significant and distressing developments in relation to my responsibilities, the way certain decisions have been communicated and the overall handling of these matters by management.

Key concerns include

1. *Proposed demotion and change in responsibilities.*

I was informed that my responsibilities would be significantly reduced from managing the full team of mortgage consultants to being responsible for just one area. This fundamental change to my role was presented without consultation and without following a fair process.

2. *Handling of the meeting on 3 April 2025 with Mike Sharman and Chris Rowson. The way the meeting was conducted was inappropriate and lacked professionalism. I was not given prior notice of what would be discussed and the manner in which the information was delivered left me feeling shocked, humiliated, and unsupported. In addition, during conversations with Mike Sharman and Chris Rowson, references were made to the involvement or input of Mark Lightfoot and Steve Pearson. While these individuals are not present at the meeting it has been indicated that they may have played a role in decision making process regarding my role. I believe it is important this is taken into consideration during investigation of my grievance.*

3. *Pressure to accept a new role.*

I feel I am being placed under undue pressure and I am effectively being bullied into accepting changes to my role that I have not agreed to. The short time frame for making a decision combined with the nature of the conversations and the lack of alternative options has caused significant emotional distress and has further

eroded my confidence in how this situation is being handled.

4. *Current proposal and comfort letter.*

Although I have now received a letter confirming my job title and the proposed remuneration package, the actual role being offered still reflects a reduction in scope and influence which I believe does not reflect my position or contributions. I remain unclear about the security of this role going forward.

These events have caused a significant breakdown in trust and have had a serious impact on my wellbeing. I would like this grievance to be formally acknowledged and investigated in accordance with the company's grievance procedure. I am happy to attend a meeting to provide further details and to work towards a fair resolution."

48. The claimant then went on to say that he was too unwell to attend work. He began a period of sick leave for which he had a doctor's certificate and he contacted ACAS on 15 April.
49. This is a brief summary of the grievance process. The claimant was concerned that it took longer than the written procedure, but I find that there was not an unreasonable delay. Mr Simpson, who was appointed by Connells, was on leave for two weeks. He saw the claimant and the four people that the claimant had indicated had knowledge of these matters and he had details of the claimant's concerns. It seems as though he had those matters in a document prepared by HR with some suggested questions that Mr Simpson might ask the people he was going to interview. There were relatively detailed notes of interviews in the tribunal bundle.
50. The claimant was kept informed and, although I do appreciate that a delay is difficult for somebody waiting for an outcome, I cannot say that it was an unreasonable delay given all the circumstances including the very detailed investigation that Mr Simpson carried out. He prepared and gave to the claimant a very detailed outcome on 22 May which is over many pages. In essence, the claimant's complaints were not upheld and Mr Simpson gave reasons for that. I summarise why Mr Simpson appears to have rejected the claimant's complaints. It is that he had accepted that there was a business case for the proposed changes and he did not accept that the claimant's roles and responsibilities had reduced. He suggested mediation.
51. Although that was Mr Simpson's view, Mr Sharman, when he was giving evidence, did accept that the claimant's roles and responsibilities would be reduced although he said a number of times that this would be for a short period of time. He called it short-term, although Mr Sharman did not say how long short-term might be.
52. In any event, the claimant was off work sick. During this time, a couple of matters happened which caused him some concern. He was going through the grievance process and he heard through colleagues that there had been the dissemination of two pieces of information from Mr Sharman which concerned

his position. One of them was an email of 16 April that Mr Sharman sent to everyone at the respondent. It is at page 188 of the bundle and it reads as follows:

"I wanted to share some exciting updates regarding the growth plans for the Sharman Quinney Group Mortgage Services business.

We are looking to expand and invest in our mortgages services business as we see there to be promising growth and opportunities ahead. To support this Chris Rowson has been appointed to the role of Divisional Mortgage Services Director. Chris will work closely with Simon Masters, our Regional Director to help us achieve our objectives. I am enthusiastic about the direction they will take our Mortgages Services business which in turn will help to maximise income streams for the business and its branches."

53. He then went on to say that Ms Dunmore had been appointed to MSSM post.
54. The claimant was upset because, in his view, he had not yet agreed to these changes.
55. A further email, which he was also made aware of, was one dated 29 April (page 166). This again is to all the users at the respondent from Mr Sharman. It is headed "Area alignment" and parts read as follows:

"We have been working to pull together the right operating structure for the SQ brand so we rely on a consistent level of reporting and a collaborative working culture.

Area 4, from a Residential perspective, will be headed by mortgage services run my Michelle Dunmore"

56. It continues:

"Area 2 will be fronted by Ilan Dickman, Mortgage services Simon Masters"

And ends:

"I'm convinced that having these appropriate structures this will foster a stronger working together in relationship to benefit all profit centres and the company as a whole."

57. Again, the claimant felt that sending this communication was unfair because he had still not agreed to being responsible for Area 2.
58. It was agreed by Mr Rowson and Mr Sharman when asked in evidence, that Area 2 was an area that was not performing particularly well although Mr Sharman said that was why they wanted the claimant to work there as they felt he could improve the business there.
59. The claimant was upset by these communications as he believed the grievance

was ongoing and he had not agreed to the changes.

60. The other thing which we have touched on over the course of the hearing is the question of what become known as “*League Tables*.” I heard quite a lot of evidence of this. At some point, it came to the claimant’s attention that whereas he had been on those league tables when he was the MSRD, he was then removed with Mr Rowson was put in his place on the April league table. The respondent says that that is matter that Connells undertake through their IT Team and that it is automatic that the person either who is in the position of the DMSD, or taking up that role if that is vacant, would be in that league table. In any event, it is accepted that the claimant’s name was removed from there where he had been on those league tables since he took up the role some three years previously.
61. When the claimant received the grievance outcome he decided to resign. He did so by letter of 23 May in the morning (page 244). He sent it to Mr Rowson and to the person who he had been communicating with in HR. He says this:

“I am writing to formally resign from my position with immediate effect. This resignation is submitted on the grounds of constructive dismissal.

As detailed in my grievance and supporting correspondence I believe the company has breached the implied term of mutual trust and confidence, particularly through the mishandling of a fundamental change to my role, the lack of consultation and the impact these actions have had on my position and wellbeing.

I raised a formal grievance in an effort to resolve matters internally. However, the outcome received on 22nd May rejected all of my concerns and failed to acknowledge any fault or wrongdoing further confirming the breakdown in trust.

I no longer feel that the company has acted in good faith or has any intention of addressing the harm caused. As such, I consider the employment relationship to be irreparably damaged and I have no choice but to resign with immediate effect.”

62. That resignation was accepted immediately by the HR representative and later in a more detailed document by Mr Rowson. So that was the end of the claimant’s employment.
63. Briefly, the claimant gave evidence today that shortly after that he spoke to someone he knew at another workplace about a work opportunity and that he started at that workplace on 2 June.
64. Those are the relevant facts for my determination.

The law and submissions

65. This is a claim of constructive unfair dismissal which can be brought under section 95 1) c) ERA which reads:

“(1) For the purposes of this Part an employee is dismissed by his employer if (and, subject to subsection (2), only if)—

(a) -

(b) –

(c) 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.”

66. Constructive dismissal as set out in sub-section 95 1(c) is the statutory version of a principle originally from common law. The burden is on the employee to prove constructive dismissal. The leading case is Western Excavating (ECC) Ltd v Sharp [1978] ICR 221
67. In order to establish that he has been dismissed, the employee must show:
- i) there was a fundamental breach of contract on the part of the employer that repudiated the contract of employment;
 - ii) the employer's breach caused the employee to resign, and
 - iii) the employee did not delay too long before resigning, thereby affirming the contract and losing the right to claim constructive dismissal.
68. The first step is to identify the term which is said to have been breached by the employer, and to consider whether there has been a breach of that term. The breach relied on by the employee may be of a term which is express or implied and an actual or anticipatory breach. In this case, as in the majority of constructive unfair dismissal claims, the claimant relies upon the implied term of mutual trust and confidence.
69. This term provides that employers (and employees) will not, *‘without reasonable and proper cause, conduct themselves in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between the parties’* (Malik v Bank of Credit and Commerce International SA [1997] IRLR 462).
70. In cases where a breach of the implied term is alleged, I should 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 accept it. The tribunal has to decide whether the conduct in question in a particular case amounted to a breach of the term, by considering:
- i) Whether there was a ‘reasonable and proper cause’ for the conduct; and
 - ii) If not, whether the conduct was ‘calculated or likely to destroy or seriously damage trust and confidence’.

71. The second element of the test, therefore, is whether the conduct was ‘calculated or likely to destroy or seriously damage trust and confidence’. This requires the tribunal to consider the circumstances objectively, from the perspective of a reasonable person in the claimant’s position. The test is met where the employer’s intention is to destroy or seriously damage trust and confidence, or where the employer’s conduct was likely to have that effect.
72. A breach of the implied term of trust and confidence can be caused by one act, or by the cumulative effect of a number of acts or a course of conduct. A ‘last straw’ incident which triggers the resignation must contribute something to the breach of trust and confidence, but need not amount to a breach of contract itself. There is no need for there to be proximity in time or in nature between the last straw and previous acts
73. A fundamental breach is a significant breach going to the root of the contract of employment, or which shows the employer no longer intends to be bound by one or more of the essential terms of the contract. A breach of the implied term of trust and confidence is one that goes to the root of the contract.
74. If the employer fundamentally breaches the contract of employment, the employee may accept the repudiation and terminate the contract by resigning, with or without notice. The contract comes to an end at the time of the communication of the resignation to the employer. If the employer is in continuing breach of contract, the employee can resign at any point while the breach is continuing
75. The breach must have caused the resignation, but it need not be the only cause. Concurrent causes are not relevant. The test is whether the employee resigned in response to the conduct which constituted the breach. This is a question of fact for the tribunal.
76. If the employee waits too long after becoming aware of the breach of contract before resigning, he may be taken to have affirmed the contract. The question is whether the employee has shown an intention to continue in employment, rather than an intention to resign. This will depend on the particular circumstances of the case. Factors relevant to this question include the employee’s conduct, as well as the length of time which has passed since the breach.
77. Whether the employee has been at work in the period between the breach and the resignation may also be relevant; for example, while an employee is absent on sick leave, it may be more difficult to infer that they have affirmed the contract.
78. Where the claimant is relying on a number of breaches, it does not matter that they did not resign following one of the breaches before the final breach, even though it may have been sufficiently serious to have amounted to a fundamental breach on its own.

Submissions

79. I heard and read submissions from the respondent’s representative and from Mr Masters. I do not need to repeat them all here. In broad terms, the respondent’s

case is that there was no breach of his employment contract. He was left in the same position as he had been in before the change in responsibilities. It is submitted that the respondent's conduct does not demonstrate that it was likely to destroy or seriously damage the employment relationship. It is also submitted that there was a delay before he resigned though no delay on their part in the grievance process.

80. The claimant repeated his case in submissions, namely that the way in which he was treated on these various matters did amount to a fundamental breach and that is the reason that he resigned and he did so in good time. It is as set out in the list of issues above.
81. The respondent does not put forward any alternative reason for dismissal or suggest that it was fair. If I find it was a dismissal, in some cases, the respondent can argue that they had a reason and that it was fair but I have heard no submissions on that point and have concluded that that is not a matter which is argued.

Conclusions

82. This is a difficult case because there are a number of factors that indicate possible breaches of the claimant's contract but there are also some that might indicate there was no such breach. So, I have to look at the overall picture and take all those matters into account when deciding whether either, on its own, if there is a single breach, or cumulatively where there are more than one, there are breaches that amount to a fundamental breach of contract. I will then come to the question of whether the claimant resigned in response to that breach and did so without delay.
83. I am going to start looking at what the claimant suggests in the list of issues (see paragraph 3) are the questions that I should answer with respect to what breaches there might be, or what breaches that amount to a fundamental breach.
84. The first point is whether the respondent unilaterally imposed a demotion or significant reduction in the claimant's roles and responsibilities. The parties' views diverge on this question. The respondent's case is that this was not a demotion, although they appear to accept that there was a reduction in his role and responsibilities. Although, as I have indicated, Mr Sharman said a number of times that it was short-term.
85. I thought carefully about this and listened to what I have heard about what the claimant was doing up to 3 April in his MSRD role. I find that there was a demotion. What he was told about the new role at the first meeting did amount to being told that he was to be demoted. Initially, this was that he was told he would be MSAD, that is Area Director rather than Regional Director. He would also be responsible for many fewer mortgage consultants and be responsible for one Area rather than having oversight over all areas in the Region. He also understood it would affect which meetings he attended, with the most senior people in mortgage services over the Connell's Group. This was, in effect, a demotion. It was a significant reduction in his role and responsibilities, regardless of the offer to maintain his current salary and benefit levels.

86. There were changes to this over the next few days in that he was told, on 9 April that the title of MSRD could remain. However, this had the additional stipulation that he would have to repay that which was over any commission earned if he left within two years, even if terminated by the respondent. He was still expected to be responsible for Area 2 and many fewer mortgage consultants, at least initially.
87. This is tied in with what appears at the second item at paragraph 3 which is whether his span of control was reduced from 16, 17, to a significantly lower number. There is some dispute on the figures, but even on the respondent's case, there were, at the very least, 14 people for whom he was responsible, and it has accepted that, initially, he would only be responsible for four. The respondent's witnesses have accepted that he was going to be responsible for an area which was a poor performing area. The respondent says that those numbers would have increased but I have heard very little evidence as to how quickly that might have happened. My view is that the claimant does show that what he was told was happening was a demotion and that it was reduction in his span of control.
88. Turning then to the next question at paragraph 3; whether the respondent failed to consult him. The respondent accept that this is accurate. Apart from saying that they needed an increase in the mortgage consultants, there is no suggestion by the respondent that could lead to a significant change to the claimant's own role. So, that is clearly made out.
89. There is then a question at paragraph 3 about whether the decision to change his role was predetermined prior to the meeting on 3 April. The answer to that must be "yes." Mr Sharman and Mr Rowson agreed that it was discussed previously and definitely on 2 April with Mr Pearson and Mr Lightfoot. It was decision to have a new structure, and that was predetermined before the meeting with the claimant.
90. Then at the fifth item in paragraph 3, the claimant has raised questions of whether the respondent providing inconsistent or contradictory explanations. I am not sure that I can find that there was much inconsistency. The respondent did, to some extent, change its position a bit in that it was decided that his job title could remain at MSRD instead of MSAD. I do not know that I have any clarity on what he was told about the headcount expectations except it seems that they were aiming for something in the 20s rather than below 20.
91. There is then the sixth question at paragraph 3, of whether the claimant was removed from the league tables. During the grievance process and the tribunal hearing, the respondent's witnesses have accepted that that did happen and that his name was replaced with Mr Rowson's, their evidence being it was some sort of automatic change of Connells. That was because Mr Rowson had returned to the DMSD role. I do accept that it did affect the claimant's status.
92. Finally, there is the question of whether the respondent announced changes to his role during his sickness absence and grievance process. That is, of course, correct that those changed roles were in those emails and it was suggested that the claimant was changing his role.

93. I must then look broadly at whether those matters as set out above do amount to a breach of contract or whether there was a reasonable and proper cause for the changes and the way they were carried out.
94. The respondent argues that this was a business decision. It seems that the decisions were connected to new people arriving at Connells who were concerned about the mortgage service part of the respondent and the decision for Mr Sharman to return to the more active role as MD from Executive Chairman.
95. In my view, there are clear detriments to the claimant in the proposed changes. When I consider whether there was reasonable and proper cause for the conduct, I cannot find, on the evidence before me, that there was. The respondent has failed to show that these business decisions were a reasonable way to achieve its objective to grow the business. Of course, it is not my role to question whether it was wrong or right to grow the business. That is a matter which they are entitled to consider. But it is not entitled to consider it to the significant detriment of the claimant in this case. It is not clear to me why removing the claimant's responsibility for all mortgage consultants would lead to an increase in consultants. I am not sure why that could not have been done leaving the claimant in the position he had. The conduct was clearly, I find, likely to seriously damage trust and confidence in the employment relationship.
96. I am going to just deal with arguments that the respondent has raised; that is that his pay would be protected. I accept that that does go some way to reduce the impact on him. But the information given in the initial letter, which included a lower bonus and, of course, the change in job title, initially at least, could not have instilled confidence to the claimant that the respondent was treating him in a way which he considered trustworthy.
97. The speed with which the decision was taken, with no apparent reason for that speed, and the way in which it was communicated to the claimant, taken together with internal announcements being made whilst there was still ongoing grievance process about the changes, I further find would be likely to destroy or seriously damage the trust and confidence in the relationship.
98. I do find that there was a repudiatory breach of the claimant's contract.
99. I find that primarily because I am convinced that the claimant's concern about his role and responsibilities was of significant importance to him. Many people take the work they do very seriously. They are not just concerned about job titles and financial benefits. The claimant had carried out a role at a senior level since 2022, and to be suddenly told that he was going to do what was a less serious role with very many fewer people reporting to him, and no MSSM reporting to him, was a significant blow to him.
100. Having found that it is a fundamental breach of contract which went to the root of the contract, I need to consider whether the claimant resigned in response to that. Clearly, he did. He immediately raised concerns, continued to do so and presented a grievance. The letter of resignation makes it crystal clear that he is resigning for the reasons above.

101. the next question is whether there was any delay before he resigned. I cannot find that there was such a delay. The claimant raised concerns, was on sick leave and presented a grievance, all in good time. In any event, the time between the first conversation on 3 April and his resignation on 23 May does not amount to a delay of any consequence.
102. The claimant has shown, on a balance of probabilities, that he was dismissed by reason of the respondent's conduct. The respondent has not put forward any alternative reason for dismissal nor did I expect them to. That means that the dismissal must be unfair. A remedy hearing has been agreed to be heard on 17 June 2026.

Approved by:

Employment Judge Manley

12 June 2026

SENT TO THE PARTIES ON

12 June 2026

FOR THE TRIBUNAL OFFICE