



EMPLOYMENT TRIBUNALS

Claimant: Zoe Hurst

Respondent: Sudbury House Limited

Heard at: Reading (by CVP video link)

On: 12, 13 and 14 May 2026

Before: Employment Judge Skehan (sitting alone)

Appearances

For the Claimant: Mr Hurst, the claimant's father.

For the Respondent: Mr Williams, litigation consultant.

REASONS

- 1) The Judgment and oral reasons in this matter were given to the parties at the conclusion of the hearing on 14 May 2026. The written judgment was sent to the parties on 24 June 2026. These written reasons are produced following an in-time request made by the claimant on 25 June 2026.

The Issues

- 2) The claimant brings a claim for constructive unfair dismissal and unauthorised deduction from wages/breach of contract. Time was taken at the outset of the hearing to discuss the issues to be decided. We revisited the case management order from Employment Judge Walker dated 14 April 2026 and some minor alterations to the list of issues were agreed between the parties. These are set out within the headings of my deliberation section below. The claimant claims that the matters set out within the list of issues, either individually or cumulatively, constitute a breach of the implied term of trust and confidence.
- 3) The unauthorised deduction from wages/breach of contract claim was discussed with the parties and clarified by Mr Hurst. The claimant's contract provides for annualised hours. Following the claimant's injury in November 2024, the claimant worked reduced hours. She was paid for the hours she worked. The basis of the claimant's claim is that she could and should have been allocated further hours to make up her annualised hours requirement and the deductions made by the respondent within her payslips for November 2024 December 2024 January 2025 and

February 2025 constitute an unauthorised deduction from wages/breach of contract.

The Facts

- 4) As is not unusual in these cases, the parties have referred in evidence to a wider range of issues than I deal with in my findings. Where I fail to deal with any issue raised by a party, or deal with it in the detail in which I heard, it is not an oversight or an omission but reflects the extent to which that point was of assistance in determining the issues within this litigation. I only set out my principal findings of fact. I make findings on the balance of probability taking into account all witness evidence and considering its consistency or otherwise considered alongside the contemporaneous documents.
- 5) All witnesses gave evidence under oath or affirmation. Their witness statements were adopted and accepted as evidence-in-chief. Other than are set out below, all witnesses, were cross-examined. I heard from the claimant on her own behalf. The claimant's father, Mr Hurst had also presented a witness statement. Mr Williams indicated that he did not have cross examination for Mr Hurst and his witness statement was accepted as his evidence in chief.
- 6) On behalf of the respondent, I heard from Ms Tucker, the respondent's general manager, Ms Welling, the respondent's HR manager who dealt with the claimant's grievance and Ms Le Roux, the respondent's managing director who dealt with the claimant's grievance appeal.
- 7) The respondent is a hotel, with a chain of 12 hotels. The claimant was employed as a Meetings and Events Coordinator for Sudbury House Hotel. Her employment commenced on 13 November 2022. The claimant resigned on 13 January 2025 and her final day of employment with the respondent was 10 February 2025.
- 8) The claimant's contract of employment dated 7 November 2020 has the following relevant provisions:
 - a. The Hotel reserves the right to require you to perform other duties from time to time, which may include work in other departments, and it is a condition of your employment that you are prepared to do this.
 - b. Your pay is calculated on the basis of 2080 contracted annual hours. This equates to £2083.33 per month... This amount will be adjusted for all absences other than authorised holiday.
 - c. The holiday runs from one April to 31 March. Your annual holiday entitlement is... 28 days. ...You will be paid for 8 hours at the notional basic hourly rate for each day of holiday properly authorised.
 - d. Sick pay: Payments for periods of absence due to sickness will be made in accordance with the current Statutory Sick Pay (SSP) scheme where applicable. Day's absence due to sickness will count towards your 2080 annualised hours at 8 hours per day.
- 9) The background to this litigation includes the unfortunate situation whereby the claimant fractured her ankle on 7 November 2024. This caused the claimant a great deal of pain and upset and I do not underestimate the disruption and upset likely to be caused to the claimant by such an injury.

- 10) The documentation referred to by the parties commences in October 2024, prior to the claimant's injury. It can be seen that in October 2025 there was an email exchange between the claimant and Ms Tucker in respect of a conversation where the claimant claimed lack of support from the respondent and a subsequent file note from Ms Tucker. At this time the claimant was reminded that when she was covering reception, she is based on the reception desk but not expected to complete the reception shift. It was expected that the claimant could also undertake her role as events coordinator and deal with emails etc while sitting at the reception desk. There was a PC on the reception desk that could be used for her emails. It was noted that that PC was slow and Ms Tucker looked into replacing it. The claimant was encouraged to prioritise her workload, working smarter, not allowing herself to get distracted and avoiding distracting her colleagues. There is no documentation relating to any performance issue prior to this time and I consider it likely that any matter raised prior to this time was likely to be in relation to matters that were commonplace in day-to-day hotel activities and dealt with in the normal course of manager/ employee discussions.
- 11) Following this meeting in October 2025, Ms Tucker did arrange for the PC on reception to be upgraded and in addition, a laptop was provided. I had considerable evidence in relation to this laptop and note that at the time it was provided, it was intended to be used by the events office. This meant that on a day-to-day basis the claimant had use of this laptop. The claimant considered the laptop 'hers', the respondent considered it to belong to the events team which at that time meant only the claimant. It was envisaged that the claimant would use the laptop when conducting wedding appointments, away from the PC. I can see references within the bundle to problems with the laptop accessing internal systems. This was an IT issue that was eventually resolved however it is likely that this problem was resolved after Ms Kimber's recruitment. I consider it most unlikely that this IT problem was in any way an issue designed by the respondent or directed at the claimant. There is nothing within the evidence to suggest that the claimant's subsequent reduced access to the laptop restricted her from carrying out any duties that formed the basis of subsequent concerns raised by the respondent. These subsequent performance concerns related to emails that could be responded to from either the reception PC or the PC in the claimant's office.
- 12) Following the claimant's injury on 7 November 2024, the claimant self-certified her absence for 7 days and thereafter produced a fit note dated 15 November 2024 for 6 weeks that suggested a phased return to work, amended duties and workplace adaptations that include, 'work from home, sitting with foot elevated, rest, no operational a front of house work, no carrying, when ready a phased return to jobs that require walking'.
- 13) The nature of the respondent's hospitality business means that parts of the year are busier than others. Employees are required to undertake other duties as required from time to time and this is expressly provided within the contract. The claimant accepts that she was properly required to undertake reception duties from time to time. This flexible approach applied to her colleagues also and the claimant referred to the restaurant manager being required to undertake reception shifts while simultaneously running the restaurant or bar.

- 14) Following the claimant's injury, she was unable to undertake alternative duties that required standing. It can be seen in the above-mentioned email from October 2025 that, prior to her injury the claimant helped out in other roles including bar work. Because of her injury, the respondent's rotas were arranged to allow the claimant to sit on reception rather than, for example, undertake bar work.
- 15) The claimant alleges that the respondent suspected that she had broken her ankle deliberately as it was before the busy Christmas period. The claimant says within her witness statement , 'I felt that management implied suspicion that it was 'convenient timing' before Christmas. This was hurtful and untrue. The claimant provides no context in relation to this allegation other than the convenient timing comment is said to be made by Ms Tucker. Ms Tucker denies any such comment. On balance I consider it most unlikely that the employer would genuinely suspect or believe that any employee had broken an ankle to avoid work at Christmas time. The claimant gives no background or context in respect of any alleged comment. I am unable to find any reference to this matter within the claimant's wide-ranging grievance. On balance, I conclude that the claimant has not demonstrated that any comment was made by Ms Tucker imply to the claimant that the claimant had broken her ankle to avoid work.
- 16) The claimant claims that the reception shifts allocated to her could not be undertaken by her safely, as work on the reception did not allow her to elevate her foot as she was advised to do. The claimant says that while working on reception she was also required to move around and this caused her pain and discomfort. When looking at this, I note the email sent by the claimant to Ms Tucker on 7 December 2024 stating:
- I have just seen the rota for next week and noticed that I have been scheduled for reception on every shift, Duty Manager shifts, and a Sleep-in shift. I am a bit concerned, as my fit note explicitly states no operational or front-of-house duties. Additionally, we previously discussed that it would not be appropriate or safe for me to take on Late Duty Manager shifts, given my current limited mobility.
- For instance, the late Duty Manager Shift, a shift with no other staff rota'd raises practical challenges. Tasks such as serving coffees, attending to the bar, or conducting security walks of the property would be particularly difficult under these circumstances. kindly ask that you reconsider my hours for next week in alignment with the restrictions outlined in my fit note and our prior discussions.
- 17) When examining this email, I can see that the claimant objects to the duty shifts manager and the sleep-in shift as she considers it operational or front of house duties. She reminds Ms Tucker that it's not appropriate or safe for her to take on late duty managers shifts given her limited mobility. She refers to difficulties with serving coffees and attending at the bar or conducting security walks and asked for the rota to be reconsidered. The claimant makes no reference whatsoever to any difficulty she would have sitting at reception.
- 18) I am unable to find any reference from the claimant to the respondent at the time highlighting any difficulty that she has sitting at reception. I conclude that she did not inform the respondent that work at reception was incompatible with her medical

needs in that she was unable to elevate her leg. The respondent had adapted the claimant's duties. The claimant was able to communicate by reference to the above email that certain proposed duties were unsuitable however the claimant did not raise issues in respect of working at reception.

- 19) I am unable to find any reference within the grievance to the claimant complaining about being unable to elevate her leg at reception. While this was mentioned during the oral evidence, the claimant does not mention issues with working on reception and an inability to elevate her leg within her witness statement. Taking the entirety of the evidence into account, I conclude that the respondent sought to facilitate a phased return to work by the claimant as she has requested and allocated her sitting work. This action was reasonable on the respondent's part and the respondent genuinely believed this work to be compatible with the claimant's requirements. The claimant did not raise any issue in relation to her inability to elevate her leg at reception at the time. I conclude that had the claimant been unable to work at reception safely as she now claims, she would have raised this matter at the time as she did in respect of other proposed duties. In the circumstances, I conclude that the claimant could work safely on reception.
- 20) In relation to working patterns during this period, it can be seen that:
- a. from the rotas provided by the respondent, the claimant returned to work on Monday, 18 November 2024. The claimant undertook short shifts during that week. The claimant did not work on reception during that week.
 - b. During the week commencing 25 November 2024, it can be seen that the claimant was on holiday one day and was scheduled for four short shifts. The claimant did not work on reception during that week.
 - c. during the week commencing 2 December 2024, the claimant took 3 days holiday, worked three short shifts and a further shift designated as reception,
 - d. During the week commencing 9 December 2024, the claimant has one day holiday and worked 3 short shifts, all designated as reception.
 - e. During the week commencing 16 December 2024, the claimant worked 5 short shifts all designated as reception.
 - f. During the week commencing 23 December 2024, the claimant worked four shifts, all designated as reception.
 - g. During the week commencing 30 December, the hotel was closed. The claimant worked 5 shifts. None were designated as reception.
 - h. During the week commencing 6 January 2025, the claimant took one day holiday, worked 3 shifts designated as late duty manager and one shift designated as reception.
- 21) The claimant's evidence is that when she was allocated a reception shift she was unable to undertake her own duties. There was no way to avoid reception duties

as guests were arriving and leaving, the phone was ringing and it was not simply a matter of just sitting behind the reception desk. The claimant referred to the slow PC. It can be seen that this difference of opinion between the claimant and the respondent that predates her injury. Ms Tucker had explained to the claimant in October 2024, the respondent's view that the claimant was expected to continue with her own role while undertaking reception.

- 22) The claimant's evidence was that the restrictions she experienced on the reception desk in respect of elevating her leg were not present in the normal office. She could work comfortably from her normal office. It was common ground that the claimant worked from her normal office when she was not specifically allocated to reception.
- 23) The claimant also lived on site and requested permission to work from her on-site accommodation. This request was denied by Mr Tucker. I conclude that Mr Tucker genuinely believed, and it is likely to be the case, that the claimant's accommodation did not have a working landline. Ms Tucker considered that the claimant would be unable to properly carry out her work from her on-site accommodation without a landline. I conclude that it was reasonable for Ms Tucker to deny the claimant's request to work from her on-site accommodation. In any event, anything that the claimant could have conducted from home could, on the claimant's own evidence, equally have been conducted from her very nearby office. I do not criticise the respondent for their decision not to allow the claimant to work from her on-site accommodation.
- 24) The respondent recruited a sales and operations manager, Becky Kimber, who commenced employment in January 2025. The claimant had worked with Ms Kimber previously and was positive in respect of her joining the respondent's team. It was expected by the respondent that Ms Kimber would be the claimant's line manager.
- 25) Prior to Ms Kimber's appointment, the claimant had responsibility for social media and website updates. The claimant had acquired these responsibilities during her employment. She had difficulty in undertaking these tasks, for example Ms Tucker highlighted to the claimant that the respondent's website continued to refer to a spring 2024 offer in late 2024. The claimant's evidence was that this was a minor slip on her part because the offer was effectively the same all year but rebranded on the website. In any event, the claimant was relieved when this responsibility was passed to Ms Kimber. It is the case that on 12 January 2025, two of the claimant's wedding appointments were reassigned to Ms Kimber, however I consider this to be the likely result of overbooking as claimed by the respondent, the respondent did not intend to allocate permanent responsibility for wedding appointments to Ms Kimber. This remained within the claimant's role. There is no evidence before the tribunal that the respondent sought to reassign the claimant's responsibilities for planning events during 2025 to Ms Kimber. When the entirety of the evidence is reviewed, I consider that while the recruitment was likely to affect the claimant's role, it is most unlikely that Ms Kimber was recruited by the respondent to replace the claimant or indeed make any material change to the claimant's role.

- 26) It is the case that, on Ms Kimber's appointment she was allowed to use the laptop previously used by the claimant. Ms Kimber used the laptop when working from home. There is no evidence in relation to where Ms Kimber lived. This change made the laptop less accessible to the claimant, however there is no identified occasion where the claimant was unable to undertake her work because she did not have access to the laptop. For example, there is an email within the bundle [593] where the claimant on 6 January 2025 requests to use the laptop on Sunday and the response is, 'yes of course'. When considering the entirety of this matter I conclude that the claimant considered the laptop hers because she was the only person eligible to use it when it was acquired. However, when Ms Kimber was recruited as the claimant's manager, the respondent considered the laptop to be a shared resource and allocated it predominantly for Ms Kimber's use. The claimant was not prevented from undertaking any duties for any reason related to laptop allocation.
- 27) It can be seen that the respondent did have concerns in respect of the claimant's performance at work. There are emails in the bundle from Mr Tucker in relation to the need to update the website and a missing sales plan. The claimant had experienced a traumatic injury that had reduced her working hours. I note the claimant's email dated 1 January 2025 confirming that her injury had caused her a lot of physical and mental stress and ongoing pain. The claimant notes that this has affected her work morale and productivity. The claimant says within this email that she is trying to open communication that 'has been strained recently'.
- 28) There is a letter in the bundle of 9 January 2025 [116]. This refers to a conversation at the same date. This raises several issues with the claimant. The letter is intended to record the matters discussed but it expressly does not commence formal disciplinary proceedings. It records that the claimant will make every effort to address the issues identified. The letter also states that it is not intended to be a formal warning nor is it intended to be part of the company disciplinary procedure. Ms Tucker's evidence that she was unaware on 9 January 2025 that there were unanswered outstanding enquiries that formed the basis of the subsequent disciplinary invite is consistent with the documentation and this evidence is accepted.
- 29) There is a document in the bundle that records an investigation meeting between the claimant and Ms Kimber of 13 January 2025. This note records various matters including that there were 16 website brochure downloads that date back to 5 December that had not received the respondent's template response. The claimant is recorded as saying that she had been struggling with fitness and her injury had impacted her mentally and she realised that things had slipped. She had not been on top of a role and isn't exactly sure what it is any more of where our priorities should lie. The claimant was aware of the template response to the brochure downloads. Ms Kimber also highlighted Bride Book enquiries that had not been followed up by the claimant. The claimant is recorded as acknowledging that these are her responsibilities however again the claimant states that she is not sure what her actual job role is any more or what takes priority.
- 30) The claimant complains that Ms Kimber was not an appropriate person to carry out the investigation as she had only been employed for a week. The claimant

believes that Natalie, who the claimant had worked with for 2 years, would be a more appropriate choice. The respondent's evidence is that Natalie worked reduced hours and the respondent considered that Ms Kimber was an appropriate person. In considering this matter I note that Ms Kimber was reviewing the bookings in line with her duties. The claimant appears to take no issue with the actual investigation itself and the tribunal can see no reasonable complaint in respect of it. The failure to respond to the bookings was a very narrow issue, conceded by the claimant. Within the submissions it is said that the claimant accepted responsibility for the unanswered wedding enquiries and does not dispute that she knew those enquiries needed to be answered'. On balance I can see no issue with Miss Kimber undertaking the investigation and consider the respondent's request for her to do so to be reasonable. I note that it was not intended that Ms Kimber would carry out the disciplinary process.

- 31) During her oral evidence, the claimant said that she accepted that she was primarily responsible for responding to the emails but it was also others' responsibility. The claimant also said that she considered responding to these emails to be a low priority and that it was unfair that the respondent placed weight upon her failure to do this as she believed that it had no impact upon the respondent as they had no way to quantify any loss. Ms Tucker's evidence was that responding to these queries was important for the respondent, as even one enquiry converted to a booking could amount to revenue in the region of £7000 alongside bar and accommodation spend. These were significant bookings to the respondent.
- 32) On 13 January 2025 the claimant received an invitation to a disciplinary hearing from Mr Tucker. This refers to the claimant's failure to follow up on approximately 16 wedding brochure downloads and respond to 8 Bride Book wedding enquiries. The letter states that a possible outcome of the disciplinary hearing could be a formal disciplinary warning. The claimant is informed of her right to be accompanied.
- 33) The claimant resigned by email dated 13 January 2025. By the same email, the claimant raises a grievance in relation to Mr Tucker. The claimant complains that Ms Tucker has continually undermined her confidence and professional abilities, showing no consideration for her mental health. The claimant complains that despite her breaking her ankle on 7 November Ms Tucker has commenced disciplinary proceedings that arise from the period 27 November to date. The claimant complains that her responsibilities have been reassigned to Ms Kimber and that she has been managed out of the business. The claimant makes an express reference to constructive dismissal, confirms her resignation and agrees to continue working her four week notice period with employment coming to an end on 10 February 2025. I consider any subsequent references to potential constructive dismissal by the respondent to be made because the claimant had expressly alleged constructive dismissal rather than any identification by the respondent of a scenario that could constitute constructive dismissal as alleged.
- 34) The disciplinary hearing was paused to allow the respondent to consider the claimant's grievance. The grievance was dealt with by Ms Wellings. Within the outcome, Ms Wellings concludes that, '... There could certainly have been more

effective communication and direction given by Mr Tucker, which may have meant you felt better supported in your working day'. This element of the claimant's grievance was partially upheld. The remainder of the grievance was not upheld. The claimant says within her witness statement that she found the appeal meeting to be dismissive and focused on persuading her to retract her resignation. I consider it likely that the respondent on more than one occasion informed the claimant that it was open to her to retract her resignation and continue in her employment.

- 35) The claimant appealed against the outcome of the grievance and this was dealt with by Ms Le Roux. I note that Ms Le Roux is the respondent's managing director responsible for overseeing the group of hotels, strategic development and financial performance of each business. All of the general managers report to Ms Le Roux. Ms Le Roux stressed the importance that she placed upon examining the appellant's appeal as she explained she wanted to know what was happening within the hotel. Part of the outcome of the appeal awarded the claimant days of garden leave as she had requested. Ms Roux explained that she considered there was room for confusion within what had been discussed previously and she considered it fair to make that award. Ms LaRue conducted further investigation and a comprehensive review of the claimant's grievance. The appeal was not upheld
- 36) The claimant questions the appropriateness of Ms La Roux's involvement. While I note Ms LaRue's position within the respondent, I do not accept the submissions that it was inappropriate for her to deal with the grievance appeal. Her seniority and her involvement demonstrates that the respondent took the claimant's issues seriously. It is commonplace for grievances of this type to be dealt with internally and I do not criticise the respondent for Ms LaRue's involvement.
- 37) In relation to working additional hours, the claimant's evidence is confused. The claimant broke her ankle and this resulted in a phased return to work and a reduction in hours that the claimant was able to work over the period in question. The claimant was unable to work her normal hours due to injury. There is correspondence within the bundle recording that the claimant had difficulty undertaking the reduced working hours that she was allocated and these subsequently being reduced further by the respondent. There is also reference in the documentation to the claimant indicating that she wished to work additional hours. The claimant explained this contradiction during her oral evidence by saying that she wanted to work as she was feeling criticism and considered there was very little structure or communication. However at the same time, she felt pressure when on shift and she did not have the capacity to work more hours, due to her injury. She was concerned that her reduced hours were cutting into her annualised hours and she would have little pay at the end of the month.
- 38) For the sake of completeness I note that I am asked within the claimant submissions 'to consider whether the initiation of formal proceedings at the precise moment Miss Hurst sought to raise a grievance is a coincidence.' This submission makes little sense because the claimant raised her grievance and submitted her resignation in response to the initiation of formal proceedings. The respondent did not initiate disciplinary proceedings in response to the claimant's

grievance/resignation.

- 39) I note that during the hearing reference was made to the unfortunate incident where a guest suffered cardiac arrest when the claimant was undertaking a duty manager shift. It appears to be common ground that no first-aider was on duty. This does not form part of the matters set out within the list of issues said to give rise to the constructive unfair dismissal claim. The claimant has provided no evidence in relation to this matter and the respondent has been provided with no opportunity other than questions during cross examination to address it. I do not consider this matter further.

The Law

- 40) Section 95 of the Employment Rights Act 1998 sets out circumstances in which an employee is dismissed:

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

(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.”

- 41) ‘Constructive dismissal’ as set out in sub-section 1(c) is the statutory version of a principle originally from common law. The burden is on the employee to prove constructive dismissal. In order to establish that she has been constructively dismissed, the employee must show:

- a. There was a fundamental breach of contract on the part of the employer that repudiated the contract of employment;
- b. The employer's breach caused the employee to resign, and
- c. the employee did not delay too long before resigning, thereby affirming the contract and losing the right to claim constructive dismissal.

- 42) The implied term of mutual trust and confidence 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. In cases where a breach of the implied term is alleged, the tribunal's function is to 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.

- 43) The tribunal has to decide whether the conduct in question in a particular case amounts to a breach of the term, by considering:
- a. Whether there was a ‘reasonable and proper cause’ for the conduct; and
 - b. If not, whether the conduct was ‘calculated or likely to destroy or seriously damage trust and confidence’.

- 44) Where the claimant does satisfy the Tribunal that there was a repudiatory breach of the implied term of trust and confidence (noting that all breaches of this implied

term are repudiatory) There are two further hurdles:

- a. Has she nevertheless affirmed the contract; and,
- b. Did she resign, at least in part in response to the last straw claimed. The breach must have caused the resignation, but it need not be the only cause. All 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.

45) If the claimant was dismissed, the tribunal must then consider whether the dismissal was unfair dismissal in accordance with the provision of the Employment Rights Act 1996. Mr Williams sensibly submitted that should the Employment Tribunal conclude that the claimant was dismissed, which the respondents deny, the respondent does not seek to argue that that dismissal was for any potentially fair reason and a finding of unfair dismissal would therefore follow. For this reason, I do not set out the relevant law on unfair dismissal.

46) The general prohibition on unauthorised deductions from wages is set out in S.13(1) ERA, which states that: 'An employer shall not make a deduction from wages of a worker employed by him.' The key issues involved in determining whether or not there has been a deduction that infringes the provisions are whether the wages are 'properly payable' to the worker; and whether the payment of less than the properly due sum is authorised. The courts have consistently held that the question of what is properly payable to a worker turns on the contract of employment.

Deliberation and Decision.

47) I revisit the issue set out within the list of issues.

2.1.1 In early November 2024 did Ms J Tucker imply to the claimant that the claimant had broken her ankle deliberately as it occurred before the busy Christmas period?

48) I refer to my findings above and conclude that the claimant has not demonstrated that Mr Tucker implied by any comment or action that the claimant had broken her ankle deliberately.

2.1.2 Following the claimant breaking her ankle on 7 November, On or around 15 November did the respondent reassign the claimant to front desk reception duties rather than facilitate her recommended phased return to work? Was this incompatible with the claimant's medical needs as she could not elevate her leg?

49) I refer to my findings above and conclude that following the claimant's return to work after breaking her ankle she was assigned to reception desk duties as set out above. However the respondent believed that these duties facilitated her recommended phased return to work. The claimant raised no issue at the time in relation to these duties being incompatible with the claimant's medical needs whereas the claimant expressly raised concerns in relation to other potential duties that were incompatible with her medical needs. In the circumstances the claimant has not demonstrated that the reception duties during her phased return to work were incompatible with her medical needs as she has claimed within this litigation. I conclude that the respondent relies upon the information provided by the claimant and had reasonable and proper cause for allocating the claimant reception work which it believed compatible with her phased return to work.

2.1.3 On from 15 November 2024 onwards did the respondent decline the claimant's offer to work from her on-site accommodation to fulfil aspect of her events coordinator responsibilities?

50) The claimant was not permitted to work from her on-site accommodation. I refer to my findings above in respect of the absence of the landline. The claimant inability to work from her on-site accommodation had no material effect on her ability to fulfil any aspect of events coordinator responsibilities as the claimant could work from her nearby office when not specifically allocated to the reception desk. I accept the respondent's evidence in relation to this matter and conclude that it had reasonable and proper cause for declining the claimant's request to work from her on-site accommodation.

2.1.4 On or around 6 January 2015 did the respondent employ a new member of staff, Becky Kimber, to replace the claimant in her role?

51) It is correct that the claimant employed Ms Kimber in early January. I refer to my findings above and conclude that Ms Kimber was not employed to replace the claimant within her role.

2.1.5 Did the respondent reassign the claimant's laptop to newly hired member of staff, Becky Kimber?

52) It is correct that Ms Kimber was allocated use of the laptop that was previously solely used by the claimant. The claimant was permitted access to this laptop following Ms Kimber's recruitment. I conclude that the respondent had reasonable and proper cause for allocating the laptop in accordance with business need and providing the claimant access to the laptop as requested.

2.1.6 On 6 January 2025 did the respondent reassign the claimant's responsibility for planning 2025 events to Becky Kimber?

53) It is correct that the respondent reassigned specific appointments arranged by the claimant to Ms Kimber. I refer to my findings above and conclude that Ms Tucker in her capacity as general manager rearranged these appointments due to scheduling issues as she has set out. To the extent that duties were reassigned to Ms Kimber I conclude that the respondent had reasonable and proper cause for doing so.

2.1.7 On 13 January 2025 did the respondent subject the claimant to disciplinary charges and proceedings about her alleged failure to complete tasks? Were those tasks that were not assigned to her at the time as she was working on reception, and/or was the claimant unable to complete the tasks as the respondent had removed her laptop?

54) It is correct that on 13 January 2025 the respondent commenced disciplinary proceedings in relation to the claimant's failure to respond to emails as set out above. It is incorrect to state that those matters were not assigned to the claimant at the time she was working on reception. The claimant accepts that responding to these emails was within her remit. It is not the case that the claimant was prevented in any way from completing the tasks for any reason relating to the provision of a laptop. The claimant had access to the reception PC and the PC within her office.

- 55) In relation to commencing the disciplinary process in general terms. This process is started in the context with the possible outcome being expressed as a formal warning. There is (rightly) no mention of possible dismissal. The subject matter of the disciplinary being the unanswered emails is relatively straightforward. The respondent's evidence is that even one converted enquiry results in significant revenue to the business, hence the importance placed upon them. The claimant said during her oral evidence that these were rightly viewed by her as a low priority and she questions the importance placed by the respondent upon answering email. The claimant's attitude to these allegations demonstrated that she did not understand and still does not accept the importance the respondent placed upon this matter. I consider that the respondent is entitled to decide that responding to such emails is of importance to them and a failure to do can be reasonably addressed through their internal procedure. This is particularly so when other matters have been previously brought to the claimant's attention on a less formal basis. Expressly limiting the potential sanction to a warning demonstrates, in my view, that the respondent is operating within the remit of the employment contract and the employer's policies. There is obvious reasonable and proper cause for the respondent to raise these matters with the claimant.

Same as 2.1.7 On 15 November until did the respondent reduce the claimant's hours? The claimant could have worked extra hours as she could have worked remotely on site but required flexibility. The gist of the complaint is described by the claimant as being that the claimant did not have sufficient working hours to complete her duties and in particular the duties that formed the basis of the complaint,

- 56) The gist of the claimant's evidence was that she was prevented from undertaking her role and the duties referred to within the disciplinary letter because she was consistently allocated the reception duties. It can be seen from the rotas that there were significant hours during the time in question where the hotel was closed and the claimant worked from her office. Further, the respondent's evidence in relation to the requirement of the claimant to continue to work within her designated role from the reception desk is accepted. It is not accepted that the claimant's reduced working hours resulted in a scenario whereby she could not be reasonably expected to reply to the emails that formed the basis of the disciplinary allegation.

Through the above acts and omissions, did the respondent deliberately try and force the claimant out of the business? 2.2 Did that breach the implied term of trust and confidence?

- 57) In general terms looking at the background to this claim I can see that there were difficulties in communication between the claimant and Ms Tucker. These existed prior to the claimant's injury and became more pronounced following this time. The respondent has accepted by partially upholding the claimant's grievance that some responsibility for that poor communication lies with Mr Tucker. It can be seen through the documentation that the claimant also accepted that there was responsibility on her part for the strained relationship. The claimant refers to her injury negatively affecting her work morale and productivity. There appears to be room for improvement on both sides. This type of situation is common, and I do not consider such a scenario amounts to an employer behaving in a way calculated are likely to breach the implied term of trust and confidence. The respondent's

actions in dealing with the claimant's grievance, partially upholding the issue in respect of communication and despite her resignation and leaving the door open for the claimant to retract her resignation, indicate that the respondent was acting in a way to allow any straining of communication channels to be addressed. This is how a grievance procedure is designed to work.

- 58) In light of my findings above I conclude that the matters relied upon by the claimant do not either individually or cumulatively amount to a breach of the implied term of trust and confidence. The claimant has not demonstrated that the respondent behaved in a way that was calculated or likely to destroy or seriously damage the implied term of trust and confidence. Further, the respondent had reasonable and proper cause for acting as it did, as set out above. In light of these findings the claim for constructive dismissal fails and is dismissed.

Arrears of pay

- 59) The background to the arrears of pay claim is that the claimant requested a phased return to work. The claimant's injury resulted in a scenario whereby the claimant was unable to work her contracted hours. The respondent complied with the claimant's request for a phased return to work and the claimant's hours were reduced. While the claimant had concerns in respect of her pay which are understandable, the claimant's evidence is that her injury prevented her from undertaking further hours.
- 60) It can be seen that the claimant's contract expressly provides for pay to be adjusted to reflect absences. It was clarified at the outset that there is no claim on the claimant's part that she has not been paid for hours worked. The claimant says that she should have been provided with more working hours. However I have found that the claimant has found herself in the unfortunate scenario where her injury prevented her from working her normal hours. The respondent was under no obligation to provide further hours in the circumstances. The claimant's pay was reduced in accordance with her agreed phased return to work and in accordance with the provisions of her contract. In the circumstances, the deductions made from the claimant's wages that relate to the claimant's absence from work, are authorised and expressly permitted by her contract. The claimant's claim for unauthorised deduction's wages or breach of contract in respect of these amounts is unsuccessful and dismissed.

Approved by:

Employment Judge Skehan

Date: 30 June 2026

JUDGMENT SENT TO THE PARTIES ON

9 July 2026

FOR THE TRIBUNAL OFFICE

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