Case No: 6017954/2026

EMPLOYMENT TRIBUNALS

BETWEEN

Claimant **Respondent**
MS ERIN MURRAY **AND** **GL11 COMMUNITY LTD**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD AT: BRISTOL ON: 10TH JUNE 2026

EMPLOYMENT JUDGE MR P CADNEY
(SITTING ALONE)

APPEARANCES:-

FOR THE CLAIMANT:- **IN PERSON**

FOR THE RESPONDENT:- **MS M MCGEE (COUNSEL)**

JUDGMENT

The judgment of the tribunal is that:-

1. The claimant's application for interim relief pursuant s128 Employment Rights Act 1996 is dismissed.

Reasons

1. Summary reasons having been given orally at the hearing, the claimant has requested written reasons which are set out below.

2. By this claim the claimant brings a claim for automatic unfair dismissal asserting that the reason (or principal reason) for her dismissal was that she had made a public interest disclosure within the meaning of s43B Employment Rights Act 1996.

3. The application before me today is for an order for interim relief in the making of a continuation of contract of employment order (s129 ERA 1996) against the respondent. The respondent resists the application on the basis that it is not "likely" (within the meaning of s129) that the tribunal which determines the complaint will make a finding that the claimant was automatically unfairly dismissed pursuant to s103A ERA 1996.

4. The tribunal can only make one of the orders set out in section 129 if it holds that it is "likely" that the tribunal which determines the complaint will find (in this case) that the reason or principal reason fell within s103A. "Likely" in the context of s129 means that there is "a good chance" that the tribunal will find in the claimant's favour; and a good chance means something more than the balance of probabilities, indeed a significantly higher likelihood (*Ministry of Justice v Sarfraz [2011] IRLR 562 per Underhill P*). That test applies to all aspects of the claimant's claim that may be in issue.

5. In *London City Airport v Chacko [2013] IRLR 610*, the EAT set out the approach to be taken in determining an application for interim relief:

> "[23] *In my judgment the correct starting point for this appeal is to fully appreciate the task which faces an employment judge on an application for interim relief. The application falls to be considered on a summary basis. The employment judge must do the best he can with such material as the parties are able to deploy by way of documents and argument in support of their respective cases. The employment judge is then required to make as good an assessment as he is promptly able of whether the claimant is likely to succeed in a claim for unfair dismissal based on one of the relevant grounds. The relevant statutory test is not whether the claimant is ultimately likely to succeed in his or her complaint to the Employment Tribunal but whether "it appears to the tribunal" in this case the employment judge "that it is likely". To put it in my own words, what this requires is an expeditious summary assessment by the first instance employment judge as to how the matter looks to him on the material that he has. The statutory regime thus places emphasis on how the matter appears in the swiftly convened summary hearing at first instance which must of necessity involve a far less detailed scrutiny of the respective cases of each of the parties and their evidence than will be ultimately undertaken at the full hearing of the claim."*

Evidence

6. Both parties supplied separate bundles of evidence and then an agreed single joint bundle; and both parties have supplied written submissions. However, and for the avoidance of doubt I have not heard any evidence, and I am not making or purporting to make any findings of fact. The matters set out below simply provide the background to enable my decision as to whether or not to make an order of reinstatement, re-engagement or continuation of contract of employment to be understood.

Background

7. The claimant was employed by the respondent from 21st May 2024 to 11th May 2026, from 1st May 2025 as Head of Delivery.

8. In Box 2 of the ET1/Claim form she relies on a public interest disclosure made on 15 December 2025. In the claim form she summarises the disclosure:

   On 15th December 2025 I made a written protected disclosure to the CEO Lisa Wilson copied to trustee James Tubb and a colleague formally raising safeguarding concerns about a vulnerable adult service user Kathy who had experienced reduced consciousness and about scarf safety in relation to verbal aggression including a statement implying self-harm. I disclosed information showing breach of safeguarding duties under the Care Act 2014 breach of the respondents H&S obligations operation outside training policies and insurance cover and likely endangerment of identifiable individuals section 43-B1B and DERA I held a reasonable belief that disclosure was in the public interest the respondent being a registered charity serving vulnerable adults.

9. At para 9 of her written submissions she contends that the CEO acknowledged the disclosure the following day and "The fact that a formal disclosure was made, and received by the respondent, is not therefore in dispute."

10. Thereafter the respondent produced a Strategy Paper outlining a proposed restructure; and the claimant was notified her role was at risk on 26th January 2026.The redundancy selection process was paused whilst her grievance, which had been submitted on 10th February 2026 and which expressly invoked the asserted protected disclosure of 15th December 2025 was determined. The outcome letter, which partially upheld the grievance, was sent on 4th March 2026.The claimant appealed and the appeal was heard o 30th March 2026 with the outcome being given on 2nd April 2026.

11. On 11th March 2026 a Risk of Redundancy letter was issued to the Claimant; and on 19th March the first formal consultation meeting was held. On 13th April 2026 the claimant was serve with notice of dismissal. She appealed but the appeal was unsuccessful

Conclusions

12. As set out above the tribunal must consider, in determining whether or not to make a continuation of contract order, each aspect of the claim that is in dispute. The first issue is whether it is "likely" that the claimant will establish that she made a protected disclosure; and the second whether it is "likely that the eventual tribunal will find that the reason or principal reason for dismissal was the making of a protected disclosure.

Protected Disclosures

13. The claimant relies on:

i) The principal disclosure on 15th December 2025; and
ii) The repetition of the information disclosed in her subsequent grievance and grievance appeal.

14. In deciding an application for interim relief from whistleblowing, the Tribunal must find, for the application to succeed, that it was 'likely' that at the final hearing that the Tribunal would conclude:

a) Whether there was a disclosure of information.
b) Whether the claimant believed that the disclosure is made in the public interest;
c) Whether that belief was reasonably held;
d) Whether the claimant believed that the disclosure tended to show one or more of the matters listed in sub-paragraphs 43(1)(a) to (f) ERA;
e) Whether that belief was reasonably held
f) Whether it was made to the employer

15. The original email (set out in full) states :

Dear Lisa,

I want to formally raise concerns regarding staff safety, wellbeing, and the management of recent incidents involving Matt. I feel it is important that the seriousness of the verbal aggression experienced by myself and colleagues is clearly acknowledged and appropriately addressed.

Over the past several weeks, at least two members of staff have been subjected to verbal abuse, including shouting, swearing, and personal derogatory remarks. During one phone call to Ramona, Matt escalated to direct verbal aggression and ended the call with a statement implying self-harm.

These behaviours caused distress to staff and created a hostile and unsafe working environment.

I am concerned that our responses to date have focused primarily on how we might continue supporting Kathy, while not directly addressing the behavioural risk posed to staff or establishing clear boundaries and consequences when aggressive or abusive behaviour occurs—either on GL11 premises or towards staff by phone.

In addition, the incident two weeks ago involving Kathy required significant staff intervention to keep her physically safe, including preventing her from falling and monitoring her throughout a period of reduced consciousness. At that time, Matt was not present despite prior agreement. Staff made reasonable adjustments and acted in good faith, but this placed us in a position outside of safe practice, training, and insurance cover.

Given the repeated nature of these incidents, I want to be transparent that **if Matt becomes verbally abusive or intimidating towards me or any staff member again in my presence, I will feel it necessary to contact the police for support**. This is not a punitive stance but a matter of ensuring immediate safety, upholding our duty of care to staff and volunteers, and preventing further escalation.

I respectfully request that we put in place:

1. **A clear organisational stance and process** for responding to verbal abuse, threats, and intimidation towards staff and volunteers (including immediate escalation routes and consequences).

2. **A written risk assessment and care plan** for Kathy's attendance, agreed by SLT, which includes clear boundaries about Matt's responsibilities.

3. **A communication plan** so all staff understand expectations, permitted actions, and how to safely respond should any further aggression occur.

4. **Senior leadership oversight** of all future interactions with Matt, given the pattern of behaviour and its impact on frontline staff.

Staff have consistently demonstrated compassion and professionalism towards both Matt and Kathy. However, the emotional impact of repeated aggression—and the safeguarding implications for both staff and the wider community—require a more robust organisational response.

Thank you for taking this seriously. I would welcome a discussion on how we ensure a safe, respectful working environment for everyone while still supporting community members appropriately.

16. The respondent does not accept that it is likely that the tribunal will conclude that the disclosure amounts to a public interest disclosure within the meaning of S43B ERA. The information disclosed in this email is that:

    i) "Matt" has been verbally abusive / aggressive to at least two members of staff on a number of occasions;

    ii) That in one call "Matt" implied self -harm;

    iii) That there had been an incident two weeks earlier in which "Kathy" had required physical support which placed staff outside of safe practice, training or insurance cover";

    iv) That if "Matt " is verbally aggressive in future the claimant proposes to call the police;

    v) She sets out proposals for future management of such incidents.

17. Respondent's Submissions - The respondent contends that it is at least arguable that none of the disclosures of information in respect of "Matt" could in the reasonable belief of the claimant have tended to show the commission of a criminal offence or the breach of any legal obligation as**:**

    i) These are private matters relating to "Matt's" interaction with a small number of members of staff and there is no obvious basis for asserting that Matt had done anything falling within s43B and/or that the respondent had done anything falling within any category within s43B and/or they could not have been reasonably believed to be in the public interest;
    ii) The claimant did not raise them via the whistleblowing procedure and after the response of 16th December 2025, and a meeting of 19th December 2025, the issue was not raised again;
    iii) The first time that the claimant expressly contended that that these were protected disclosures was in the grievance appeal.

18. In respect of the separate issue with Kathy; it is not at all clear how this in the reasonable belief of the claimant, disclosed any breach of a legal obligation, and if so what legal obligation owed to whom.

19. The same information being repeated in the grievance appeal meeting is subject to the same issues.

20. Claimant's Submissions – The claimant submits that a disclosure which related to staff safety and the management of an incident of a vulnerable adult requiring significant intervention during a period of reduced consciousness, which the respondent's staff are not trained to deal with necessarily raised issues relating to breaches of health and safety legislation and was in the public interest as it related to the management and conduct of a charity dedicated serving vulnerable adults.

21. Conclusions - In my judgement there are a number of factors the final tribunal will need to consider in determining whether this email and/or subsequent disclosures of the same information constituted protected disclosures:-

    i) Firstly “Matt” is not an employee or agent of the respondent and however he behaves cannot constitute any breach on their part; and it is not obvious how it could constitute any breach on ”Matt’s” part;
    ii) In any event these private matters relating to Matt’s interaction with a small number of members of staff and there is t least a question as to whether they could reasonably be believed to be in the public interest;
    iii) The information which more arguably is capable constituting a protected disclosure is that in relation to the incident with “Kathy” in Matt’s absence. However there is a live issue as to whether the claimant can have had any reasonable belief that the information tended to showed a breach and/or was in the public interest given that it related to an incident in which the respondent’s staff came to the assistance of an individual whose was requiring assistance. It is not necessarily clear how this in the reasonable belief of the claimant disclosed any breach of a legal obligation.

22. It follows that in my judgement, whilst it is may be arguable that it was a protected disclosure; it does not appear to me possible to conclude that the prospect of it being held to be so it is “likely” that it, or the subsequent iterations of the same point will be held to be protected disclosures.

23. It follows that in respect of this point, that I am not persuaded that the threshold for making an order for interim relief has been reached.

24. However in case I am wrong in that conclusion I have gone on to consider the issue of dismissal.

Reason/ Principal Reason for Dismissal

25. The second dispute in this case is the reason for dismissal. The respondent submits:

    i) Firstly that a finance report was put together on or about the 1st December 2025, prior to any protected disclosure, and refers to a significant projected budget deficit for 2026-27;

    ii) The report was discussed at the Finance and Geneal Purpose Committee meeting on 10th December, again prior to any protected disclosure;

    iii) That Ms Wilson replied to and addressed the concerns raised by the claimant on 16th December, and there is no indication that the claimant considered her response unsatisfactory or that any of the issues were raised again prior to the grievance;

iv) The proposal for a restructure is both detailed and reasoned; and that the implicit suggestion that it has been created and contains false information to secure the dismissal of the claimant is at best implausible;

v) That there is nothing at present from which it is possible to conclude that the disclosure played any part in the decision to restructure and/or to make redundancies;

vi) That for the reasons set out in greater detail below that the redundancy resulted from the outcome of a dispute as to the claimant's employment status and the claimant's own choice.

26. Head of Delivery – The claimant was appointed Head of Delivery on 1st May 2025; and the letter of appointment refers to the role being interim; and it was later classified as an interim role. However the contract issued was for a permanent role, and the claimant during her grievance contended that she had a contractual right to the role as a permanent role. In the grievance outcome the respondent accepted that the claimant did have a contractual right to the permanent role in accordance with the terms of the contract itself. However during the grievance meeting it was explained to the claimant that if she chose to assert that she was contractually entitled to the role on a permanent basis that she was at risk of redundancy as the role had been identified for redundancy. If however she accepted that it was an interim / temporary appointment she would not be made redundant but would revert to her substantive role.

27. The respondent therefore submits that firstly that dispute contained in the grievance and addressed at meeting and outcome as to her employment status is clearly a wholly separate and discrete issue from any disclosure. If the claimant had accepted that the role she was currently performing was temporary she would not have been dismissed, which is in essence fatal to her claim. On any analysis not only is it not "likely " that the claimant will establish that the reason or principal reason for dismissal was the making of a protected disclosure, but in reality the prospects of her doing so are extremely unlikely, given that that had she chosen to accept that the appointment was intended to be temporary and that the terms of the written contract did not in fact reflect the agreement between the parties then should would not have been dismissed.

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28. The claimant contends that:

i) The grievance appeal at least contains both references to the matters asserted to amount to protected disclosures and the contractual dispute is a "composite and inseparable" document; and that the respondent cannot defeat a section 103 a claim by dividing its own composite grievance and selecting the limb that suits it.

ii) The financial issues discussed in early December did not include any proposals for restructure;

iii) The financial proposals do not support any inference that redundancies and/or restructure were necessary and the natural inference is that the process was a sham;

iv) If it was a sham it must have had an alternative and ulterior purpose which, given the temporal coincidence of the disclosure and the proposals, and the absence of any other reason, must be the making of the disclosures.

29. In my judgement the difficulty for the claimant is that whilst all of these points again may be arguable, they involve disputes of fact which can only be resolved at a final hearing with evidence.

30. As set out above, have not heard from any witness and am making no findings of fact. There is however clearly a fundamental factual dispute between the parties as to the reason for dismissal. It is obviously possible that a future tribunal will conclude that the reason or principal reason for the claimant's dismissal was the making of the protected disclosure. However the question for me is whether it is likely (as defined above), that it will do so. In my judgement whilst it is possible, given the fundamental factual disputes that will need to be resolved it is not possible to conclude at this stage that the prospects are greater than possible, or that the case has crossed the threshold for making an order for interim relief.

31. It follows that the application for interim relief is dismissed.

32. Any further directions in respect of the claim will await the presentation of the respondents ET3/Response.

Approved by
Employment Judge Cadney
Date: 29 July 2026

Sent to the parties on
31 July 2026