



EMPLOYMENT TRIBUNALS

Claimant: Sylvie Mareuge

Respondent: 1. IKEA Limited
2. Megan Harrison
3. Adam Baker

Heard at: Southampton ET

On: 6 May 2026

Before: Employment Judge Hogarth

Appearances:

For the claimant: Ms Mareuge, representing herself
For the respondent: Mr Zovidavi, Counsel

JUDGMENT

1. The discrimination claims so far as relating to religion or belief are dismissed upon withdrawal by the claimant.
2. The claim for damages for breach of contract by failing to comply with the implied term of mutual trust and confidence is dismissed upon withdrawal by the claimant.
3. The claimant requires permission to amend her claims to add the protected disclosure detriment claims she wishes to pursue.
4. Permission to amend her claims (to add those protected disclosure detriment claims) is refused.

REASONS

Introduction

1. The Preliminary Hearing was listed by Employment Judge Midgley to deal with various procedural matters, including (a) determination whether the claimant

requires permission to pursue any claim or allegation and, if so, whether permission to amend is granted and (b) determination of any application by the respondent to strike out any claim or allegation or for the claimant to be ordered to pay a deposit. The above Judgment deals with both of matters in relation to various whistleblowing detriment claims that the claimant wishes to pursue and also dismisses claims that were withdrawn by the claimant during the hearing.

2. I was unable to give an oral judgment at the Preliminary Hearing (for lack of time) and I reserved judgment. This allowed me to check the various reported cases I was referred to in Mr Zovidavi's oral submissions. I must apologise for the time taken to produce this Judgment and associated Case Management Orders, due to pressure of work and personal reasons.
3. Other matters covered at the Preliminary Hearing or arising from it are the subject of separate Case Management Orders and a Case Summary.
4. The background to the proceedings is described in EJ Midgley's Case Summary of 19 February 2026. The procedural history, so far as relevant, is as follows.
5. The claimant resigned on 15 October 2024. She notified ACAS of her intention to bring employment proceedings on 20 November 2024 and an Early Conciliation Certificate was issued on 22 November 2024 (so that the Early Conciliation extension of time to bring her various claims would be 2 days).
6. The claimant's ET1 form was presented on 25 November 2024, accompanied by a 12-page document dealing with the intended claims. This contains a list of the claims which includes "VII detriment for having made a protected disclosure". The box on the ET1 form for "whistleblowing" was ticked. However, the claim document does not specifically address the contents of any such claim. It appears from what the claimant told me at the hearing that she had some help from a friend in formulating her claim document, but not professional help. I note that it is not clear from the claim document whether the protected disclosure detriment claims are made against the second and third respondents or, if they are, exactly what are the allegations against them.
7. The respondents' response form included a "grounds of resistance" document dated 14 July 2025. In it, the respondents denied all the claims. It stated that there was a lack of information from the claimant detailing anything that could amount to a protected disclosure or to any detriment(s) resulting from such a disclosure.
8. The respondents also applied on 18 July 2025 for (a) an order striking out the whistleblowing claims as having no reasonable prospect of success or (b) in the alternative, a deposit order relating to those claims. The strike-out application also covered "the breach of contract claims". I established at the preliminary hearing that the claimant wished to advance a breach of contract claim seeking damages for breaches of the implied term of mutual trust and confidence. I understood this to be a claim against the first respondent only as the claimant's employer. This claim was the one the respondents seek to strike out.

9. On 11 September 2025, the claimant emailed the Tribunal to dispute the strike out application. The email asserts that the ET1 form “sets out clear and arguable claims” of protected disclosures and detriment suffered as a result and also breaches of the implied term of mutual trust and confidence. This went on to say that there was concrete evidence of various protected disclosures including 6 matters listed in the email. The items in the list were described in general terms – the email did give any details of what was said, to whom, or when and nor did it identify any detriment(s) relied on as having been caused by the alleged protected disclosures. The position of the second and third respondents was not specifically addressed.
10. The CMO of 19 February 2026 ordered the claimant to give further information about her claims, including her whistleblowing detriment claims. The CMO also invited the claimant to focus on “the most serious allegations, those most likely to be in time and those which the claimant believes she will be best able to prove”. In other words, she was encouraged to narrow her claims to something more manageable than appeared from her original claim form.
11. EJ Midgley ordered the further information to be sent by 6 February 2026. However, the CMO was not issued until 17 February, so it was impossible to meet the specified deadline. On 2 March 2026, the claimant sought an extension of time for compliance with the CMO. On 23 March 2026 EJ Ferguson extended time until 8 April 2026. The claimant did not meet that deadline.
12. On 28 April 2026, the claimant emailed the Tribunal to say, among other things, that she had not previously noticed the email from the Tribunal dated 23 March and she felt overwhelmed. She suggested that her disabilities meant that she did not always take in or spot emails etc. She also suggested the preliminary hearing on 6 May was not needed and the issues could be resolved on the papers. However, REJ Pirani directed that the hearing should go ahead.
13. The respondents submitted a skeleton argument dated 27 April in advance of the preliminary hearing. This contained written submissions on their strike-out application. On 5 May 2026, the claimant submitted a skeleton argument which includes details of the ingredients of the whistleblowing detriment claims the claimant wishes to pursue. They are based on three protected disclosures described in paragraph 20 below (each involving two or more disclosures of substantially the same information), and various detriments alleged to have resulted from each protected disclosure. I will treat these as amounting to three distinct claims based on the three protected disclosures and the associated detriments. I have labelled the disclosures as PD1, PD2 and PD3 . PD2 and PD3 were mentioned in the list of protected disclosures given by the claimant in her email of 11 September 2025 but PD1 was not.
14. At the hearing, the claimant explained that her skeleton document set out all the whistleblowing detriment claims she wishes to pursue. My understanding was that both she and Mr Zovidavi viewed the claims as being against the first respondent only, but this point was never made wholly clear to me.

15. I did not consider it appropriate to exclude the claimant's skeleton document (or the contents so far as relating to the whistleblowing detriment claims), despite the information being given very late and well after the relevant deadline as extended by EJ Ferguson. I thought that would be a disproportionate response and not one sought by counsel for the respondent. However, this does not mean that delay in complying with the CMO is not a potential factor that could be relevant in deciding whether to give permission to amend the claim (if required).

Dismissal of withdrawn claims

16. In her ET1 form, the claimant ticked the box for "discrimination" relating to religion or belief as a protected characteristic. EJ Midgley noted in his Case Summary that she relied on her Christian/Catholic faith, although she had only given limited details of her associated discrimination claims. In any event, the claimant informed the Tribunal at the hearing that she wished to withdraw her discrimination claims relating to religion or belief. Accordingly, the above Judgment dismisses any such claims.
17. The claimant also ticked the ET1 form box for "breach of contract". This was partially reflected in EJ Midgley's list of issues as Issue 3 (notice pay), which is relatively standard in a constructive unfair dismissal case. However, the claimant also intended to pursue a claim for damages for breach of the implied term of mutual trust and confidence (i.e. the same term that is the basis of her claim for constructive unfair dismissal). This is not a claim I had seen before in employment proceedings. It took some time during the hearing for me to identify and understand the nature of this particular claim.
18. Following discussion of the relevant law, and specifically the limited jurisdiction of the Tribunal under Article 4 of the Employment Tribunals Extension of Jurisdiction Order (England and Wales) 1994, the claimant informed me that she wished to withdraw this particular contract claim. Accordingly, the above Judgment dismisses the claim. This meant it was unnecessary for me to determine anything else about the claim. It was my reading of Article 4 of the 1994 Order that the Tribunal does not have jurisdiction over a claim of the kind the claimant originally intended to pursue. That is because it was not a claim that "arises or is outstanding on the termination of the employee's employment". The Tribunal has jurisdiction over her constructive unfair dismissal claim, but that is the full extent of the Tribunal's involvement with an alleged breach of the implied term of mutual trust and confidence. If that legal view is correct, then the claim would have had no prospect of success. But the correctness or otherwise of my legal view is academic in these proceedings because of the withdrawal of the claim.

What are the claimant's whistleblowing detriment claims?

19. The claimant explained to me that she now relies on the three protected disclosures described in her skeleton document and that she was no longer relying on anything else previously mentioned by her (for example in her email of 11 September 2025). I decided that there was no need to formally dismiss anything covered by the original claims after this narrowing of her case (as she

saw it). That is because there is nothing in her claim document that could plausibly be read as disclosing specific factual allegations amounting to a claim for whistleblowing detriment based on alleged protected disclosures other than PD1, PD2 and PD3. It is sufficient to state that she was clear that the case she now wishes to put forward was limited to the three protected disclosures described in her skeleton document.

20. In her skeleton document, the claimant described at some length (a) the alleged protected disclosures (PD1, PD2 and PD3), (b) the information disclosed and why the disclosures were protected and (c) the detriments alleged to have resulted. The following summary should be sufficient to indicate what she says. I have of course considered carefully all that she has put forward in relation to her whistleblowing detriment claims.

Protected Disclosure 1 (PD1): Raising concerns on 3 occasions between 13 to 15 October 2024 with IKEA HR about the lawfulness of a recording relied upon in the disciplinary process against the claimant. These related to the fact that:

- The recording was taken by a co-worker on a personal phone,
- The claimant had been led to believe it was from CCTV, calling the investigation into question
- There was no consent
- The recording was obtained in breach of IKEA's policies (on use of CCTV and covert recordings and on use of mobile phones by staff).
- The recording was of sensitive personal data (a distressing incident involving her mental health problems),
- It was unclear how the recording was obtained, handled, stored and shared,
- The recording remained on a personal phone outside IKEA's control
- IKEA's handling of a sensitive matter the claimant's involving mental health called into question how such matters were treated in the workplace

The alleged detriments relating to PD1 are that from 13 October 2024 the respondent failed to take various specified actions in response to the disclosure. Those specified in the skeleton include:

- Not investigating or addressing whether the recording was obtained in breach of its policies or without knowledge or consent,
- Not addressing the sensitive nature of the data recorded
- Not taking steps to mitigate the risk that the recording remained on a personal device outside its control,
- Not addressing or correcting the presentation of the recording as CCTV in the investigation
- Not addressing concerns about whether the claimant had been subject to covert monitoring or surveillance,

As well as-

- Maintaining there were no procedural errors in the investigation

- Causing distress and anxiety by failing to address risks that sensitive personal data could be disseminated outside IKEAS control
- Continuing to rely on the recording in the disciplinary process.

Protected Disclosure 2 (PD2) Raising concerns with 2 managers and IKEA HR on four occasions between 7 August and 14 October 2024 about unlawful deductions from wages and breaches of working time regulations.

These disclosures related to an incident when the store was closed for a day on 7 August 2024 due to unrest in the local area. The claimant was told she would not be paid for that day unless she worked alternative hours. She was due to work another shift to make up the time but due to a car breakdown she turned up late for work on the day concerned.

The information disclosed was (in summary) that:

- She was challenging the position taken by IKEA because it was wrong – employees should not have to work more hours to be paid for a shift lost due to them closing the store unexpectedly
- That requirement was inconsistent with IKEA's policies
- That requirement was not lawful.

The alleged detriments relating to PD2 include:

- requiring her to work alternative hours on 10 August to get paid, notwithstanding her concerns
- Refusing to cancel or adjust the additional hours when her car broke down (she missed her extra hours but was in time for her original shift)
- Recording her as late on 10 August
- Later relying on the incident in characterising her as late and unreliable
- Deciding (around 17 August) to put her on a PIP
- Communicating that decision to her on 25 August, relying in part on the issues arising from the 10 August incident
- Subjecting her to increased scrutiny, criticism and formal performance management
- Subjecting her to increased stress and anxiety as a result of these events.

Protected Disclosure 3 (PD3) Raising concerns with her line manager, IKEA HR and others on a number of occasions between 20 November 2023 and 14 October 2025 about workplace practices she considered were causing harm to her health.

These concerns related to the fact she was unable to sleep, was experiencing anxiety, was dreading attending work because of her poor working relationship with her team leader, and that the situation was ongoing and increasingly difficult to manage.

The alleged detriments relating to PD3 include (from November 2023 onwards):

- failing to take reasonable steps to investigate or address the concerns about workplace practices impacting on her health,
- Failing to act on request for support in relation to her relationship with her team leader and to explore reasonable adjustments
- Failing to assess workplace stressors. and to implement an OT Report
- Dismissing her grievance without addressing concerns
- Treating matters as performance or misconduct, rather than health or capability
- Continuing the disciplinary process after her breakdown, without addressing the concerns
- Conducting the disciplinary process in a biased way
- Exposing her to continued stress and deterioration in mental health.

21. The first respondent disputes (among other things) whether any of the alleged disclosures could qualify in law as protected disclosures at all, whether any of the alleged detriments count as “proper” detriments and whether it is credible or possible that any of the detriments were done on the ground that the relevant alleged protected disclosure had been made. The first respondent also maintains that on the face of the claimant’s written case, some of the matters alleged to be detriments were plainly done on grounds other than the making of the relevant disclosure.

Issues for decision at the Preliminary Hearing and legal principles

22. The procedural history summarised above meant that at the hearing I needed to consider various issues in relation to the claimant’s whistleblowing detriment claims. The position of each of the three whistleblowing claims needs to be considered individually.

Question 1. Are the intended claims pleaded in the original claim?

23. I must decide whether each claim was properly pleaded in the original claim form. If so, then permission to amend to add in any further details of what has been pleaded is more readily granted.

24. This question depends on how far, if at all, each claim is described in the original claim. It is not sufficient simply to tick the box for whistleblowing in the ET1 form or to assert in general terms that there were protected disclosures. Details of the ingredients of each claim being advanced must be given.

25. The respondents’ position was that a properly pleaded claim would require the claim form to indicate in detail (a) what was the protected disclosure (what was said, by whom and to whom, what relevant information was disclosed and what was the statutory ground involved that would make the disclosure a protected disclosure) and (b) what was the detriment or detriments that are said to have been the result of making the protected disclosure (what was done, by whom and when and how that resulted from the disclosure) .

26. While I agree that the ideal is for any claims to be set out in the claim form in that level of detail, I accept that in practice a claim may be “sufficiently” pleaded (to count as having been pleaded in a situation such as that before me at the preliminary hearing) if enough of the relevant factual allegations are set out, even if some detail is missing. The key is whether the respondent is put on reasonable notice about the essence of the particular claim. It may be, for example, that a claim form does not specifically address which statutory factor is relied on to make a disclosure a protected disclosure. But a description of a disclosure and the resulting detriment(s) might be sufficient to plead the claim in question. Similarly, the form may describe a disclosure or a detriment but not give all the possible details. If there is enough information about the disclosure or detriment to indicate what is alleged to have happened, then the claim may be regarded as properly pleaded.

Question 2. (Where the answer to question 1 is “no”) should permission be granted to amend to add any intended claim?

27. If the answer to that first question is “no” in relation to any of the intended claims, then the next issue is whether to give permission to amend the claim to include what is, in effect, a new claim.

28. The legal framework applicable to a decision whether to give permission to amend is well established. Guidance as to the relevant principles was given by the EAT in the case of *Selkent Bus Co Ltd v Michael Moore* [1996] UKEAT. A summary of those principles follows.

29. All relevant facts and circumstances when the request to amend is made should be considered. The tribunal should assess the balance of injustice and hardship as between the interests of each party (if permission is given or, as the case may be, refused). That might include, for example, increased costs or practical difficulties caused to a respondent in meeting a case based on a claim not advanced when the original claim form was presented. A claimant’s “loss” if permission is refused may be lessened if the matters on which a new claim is based will be a key part of their case in claims that are part of the pleaded case. A new claim based on facts already disclosed in the original claim may cause few problems to the respondent if the same witnesses and documentary evidence will be involved in the hearing anyway.

30. Three factors which always need to be considered in determining where the balance of injustice and hardship lies are:

- 1) the nature of the amendment (for example whether what is sought is to add a new claim rather than to add detail to an existing claim);
- 2) time limits and the justification for any extension that might be sought (for claims that are out of time); and
- 3) the timing of the request to amend (for example, where there have been significant delays before seeking amendment of the claim).

31. This means that it is important to consider the extent to which the relevant factual assertions behind a claim were disclosed in the original claim document. That is because permission will be more readily given if a new claim is based on allegations of fact that have already been disclosed in the original claim.
32. The sorts of point asserted by the claimant in seeking to strike out each of the whistleblowing detriment claims (that the facts alleged do not amount in law to a valid whistleblowing detriment claim) are relevant to the first factor. If a claim made in a claim form would be struck out as having no reasonable prospect of success, it cannot be right (if the claim was not pleaded) to permit it to be added by amendment. The lack of a reasonable prospect of success for a new claim is an important factor in the mix.
33. In *Vaughan v Modality Partnership (2020)* The EAT (HHJ Taylor) emphasised the balancing exercise between the interests of the parties as being fundamental to the decision whether to give permission to add a claim to proceedings. The Selkent factors should not be treated as a list to simply be checked off.

Question 3. (Where the answer to the first question is “yes”) should any intended claim be struck out or a deposit order made? If not struck out, is permission to amend required to fill in any additional details of the claim?

34. If the answer to the first question is “yes” in relation to any of the intended claims, then two further issues arise.
35. One issue is whether to strike out the whole or part of the intended claim (or, in the alternative, to make a deposit order). In view of the decisions made on the first and second questions (which I deal with below) I will not set out the law on this in detail. The case law makes clear that it is not usually appropriate to strike out whistleblowing detriment claims on the basis that they are not, or are unlikely to be, well-founded in fact (in the same way that discrimination claims are not usually struck out on factual grounds). But that is not an absolute rule and, in any event, it is open to the tribunal to strike out the whole or part of a claim if as a matter of law the factual allegations (if proved) do not amount to a valid claim. Such a claim would have no reasonable prospect of success. The respondents rely on this in their strike out application – they maintain for various reasons that the facts alleged by the claimant, even if proved, do not amount in law to a valid whistleblowing detriment claim.
36. The other issue arises if the claim is not struck out. This is the question whether to give permission (if needed) to amend the claim to include any missing details supplied in the skeleton document. The *Selkent* principles described above apply to this determination, although it is often the case that the balance of injustice and hardship will favour the claimant when it comes to supplying missing details.

The ingredients of a whistleblowing detriment claim

37. The respondents' skeleton argument correctly describes the ingredients of a whistleblowing detriment claim. These are set out in Part 4A of the Employment Rights Act 1996.
38. Section 47A gives a worker the right "not to be subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that the worker has made a protected disclosure". A protected disclosure is "a qualifying disclosure" (defined in section 43B) if made in accordance with one of the following sections, including section 43C which covers disclosures to the worker's employer. As for causation, "on the ground that" does not require the disclosure to be the only reason for the detriment being done; but it must be a reason for the act or deliberate omission in question. In other words it must be a material factor in the decision to act or to fail to act.
39. Under section 43B(1), a qualifying disclosure is "any disclosure of information which, in the reasonable belief of the worker making the disclosure, is made in the public interest and tends to show one or more of the following—
- (a) that a criminal offence has been committed, is being committed or is likely to be committed,
 - (b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject,
 - (c) that a miscarriage of justice has occurred, is occurring or is likely to occur,
 - (d) that the health or safety of any individual has been, is being or is likely to be endangered,
 - (e) that sexual harassment has occurred, is occurring or is likely to occur,
 - (f) that the environment has been, is being or is likely to be damaged, or
 - (g) that information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.
40. The case law on the application of section 43B makes clear that the disclosure must be of information which in context conveys sufficient factual content and specificity capable of tending to show one of the matters listed in section 43B(1) (*Kilraine v Wandsworth LBC* [2018] ICR 1850 (CA)). That is what might make a (genuine) belief a reasonable one. As for "public interest" there must be a reasonable belief (at the time) that a disclosure was made in the public interest (*Chesterton Global Ltd v. Nurmohamed* [2018] ICR 731 (CA)). That does not mean the whole of the public, as the interests of a section of the public will be sufficient. But something done in the interests of one person (such as the person making the disclosure), or of a few individuals with a shared interest, may not meet the "public interest" requirement.

Decisions

Question 1 (are the intended claims pleaded in the original claim?)

41. The answer to the first question depends on whether there is material in the claim form and the claimant's supporting claim document that sufficiently describes her intended claims. During the preliminary hearing, the claimant referred me to particular paragraphs in her claim document which she asserted did raise the substance of her intended claims. Mr Zovidavi disputed whether what was said gave any of the information necessary for a claim to be regarded as properly pleaded. I have considered the material in the document that the claimant referred me to in connection with this question. I note that she also referred to documentary evidence in the bundle which she said bears out some of her factual assertions. While those documents would be relevant evidence if the claims proceed, they do not assist her in relation to the question whether the claims were pleaded in the original claim.
42. In paragraph 5 of the claim document there is a sentence (in the context of assertions that the claimant was subjected to a long campaign of harassment, including by her line manager and that the work environment was hostile to her) that reads "The more I raised concerns (including making protected disclosures) and expressed my beliefs, the more I was victimised"). This certainly suggests that the claimant considered she had made protected disclosures. But it does not in itself add anything to the fact she ticked the box in the ET1 form for a whistleblowing claim and included "detriment for having made a protected disclosure" in a list of her claims in her claim document. It does not indicate anything about the alleged disclosures, the information disclosed or the detriments said to have resulted from them.
43. In relation to **PD1**, the claim document does refer to the existence of the covert recording in question and detail various objections to it and the use made of it by her employer. Towards the end of the document there is a reference to a worry on her part that the video taken by a co-worker without consent (which I understand to be the recording mentioned in PD1) could end up on social media or otherwise used inappropriately. It also states that IKEA has made no attempts to "secure" the recording, although it also observes that that would be difficult given it was on a personal phone and the owner could do anything with it. The paragraph in question ends by asserting that the incident was a serious breach of GDPR legislation, yet it was she who was disciplined and not the co-worker, despite breaches of IKEA's policies.
44. The claimant told me during the hearing about how the recording came to her attention and some of her concerns about the recording and her employer's attitude to, and use of, the recording. This information will be relevant to the unfair dismissal and discrimination claims, and to the whistleblowing detriment claims if they proceed. But it is not in my view relevant to the question whether the PD1 claim was pleaded.
45. I have not identified anything in the claim document that links the recording and surrounding facts mentioned in the document to any specific potential whistleblowing detriment claim. There is no factual assertion that the covert recording referred to was the subject of anything in the nature of a disclosure of information to her employer about her concerns. There is nothing to indicate what

was disclosed and why it might be protected or, importantly, what detriments she was subjected to as a result of making the disclosure in question. The document does draw attention to the lack of action on IKEA's part about, and/or improper use of, the recording, in her disciplinary process. She regards the recording, made by a co-worker, as having been made illegally and contrary to IKEA policies. Again, this is all material of potential relevance to her other claims, but it does not amount to an allegation of a detriment done "on the ground of" a specified disclosure of information by her to her employer (protected or otherwise).

46. In view of the lack of any specific information about the ingredients of the PD1 claim, my conclusion is that that particular claim was not pleaded in the original claim. The ET1 form and claim document do not disclose sufficient information about the intended claim.
47. The claimant told me during the hearing that she had not understood at the time she presented her claim that she needed to set out full details of her claims and allegations in her claim document. That may have been the case, but I note that there is now a lot of information available to the public as to what needs to be done when presenting an ET claim and there are sources of help for litigants in person. However, whatever the merits of the point she put forward, ignorance about the need to state the factual basis of a legal claim clearly does not, in my view, affect the question whether a particular claim was pleaded in her original claim. The claimant also explained to me how she only found out in September 2024 about the recording (which she had previously understood to be CCTV footage) and that IKEA HR never addressed any of her concerns. This information was not relevant (in my view) to the question whether the PD1 claim had been pleaded.
48. As for **PD2**, the position is similar to that relating to PD1. The claim document does set out facts relating to an incident when the IKEA store was closed for a day owing to local unrest in Southampton. She says that she and other staff members were told they would have to make up the time on another day or not be paid. The document also describes what happened on the day she was supposed to work the extra "catch up" shift, when her car broke down and prevented her arriving at work on time for the "extra" shift.
49. The document indicates that she argued with management as to whether she had to work another extra shift in order to be paid for 7 August and about her treatment when she turned up for work late on 10 August after her car broke down. These facts all seem properly to be part of the factual background to her unfair dismissal and discrimination claims. The claim document acknowledges that in the end she was paid for the day in question. This suggests strongly that IKEA accepted that they initially made a mistake by refusing to pay staff for their missed shift on 7 August. So her arguments appear to have succeeded in the objective of securing payment without having to work a further shift.
50. I have not identified anything in the claim document which states that she raised concerns with her employer of a kind that was (or might have amounted to) a

protected disclosure. Nor have I identified anything stating that she was subjected to any specified detriment as a result of having made the PD2 disclosure.

51. This all means (in my view) that the ingredients of the PD2 claim were not described in the claim document. My conclusion is, therefore, that the PD2 claim was not pleaded in the original claim. The ET1 form and claim document do not disclose sufficient information about the intended claim.
52. As for **PD3**, the position is again similar to that of PD1 (and PD2), although arguably a few more relevant facts appear in the claim document. At paragraph 31 the claim document deals with an email the claimant sent to her manager, which is the email referred to in her description of PD3 in her skeleton. The email refers to lack of sleep and her dreading coming to work. The document also refers to later communications with her managers about being bullied and harassed, a lack of chances to develop and feeling depressed and to a grievance raised against her manager Megan which was dismissed.
53. However, while that material in the claim document does communicate some of the background facts in the PD3 claim, there is nothing I can identify in the claim document to assert that any specific communications constituted a protected disclosure or that any specific detriment(s) resulted from that disclosure. In the absence of those key pieces of information, I conclude that the PD3 claim was not pleaded in the original claim.
54. The above conclusions mean that, although some of the background facts are mentioned in the claim document, none of the intended whistleblowing detriment claims were pleaded in the original claim.

Question 2 (should permission be granted to amend to add the intended claims?)

55. The answer “no” to Question 1 means that the claimant requires permission to amend her claim. The permission sought by the claimant is to add what are in effect three new claims to the proceedings, rather than filling in details of claims already pleaded.
56. The respondents’ skeleton argument was submitted before the respondents had seen the further details of the whistleblowing detriment claims set out in the claimant’s skeleton document of 5 May 2026. It treats the case as one of “strike out”, but that is not the issue I need to decide in the light of my conclusion on Question 1. But the arguments in the respondents’ skeleton remain relevant so far as they advance a case that the claims have no reasonable prospect of success because the facts alleged (even if proved) do not properly amount to a valid whistleblowing detriment claim.
57. Mr Zovidavi’s oral submissions made clear, in response to the claimant’s skeleton document, that the respondents’ position is that (a) even if the facts alleged are proved, there were no disclosures of information of a kind that that could make them protected disclosures, (b) the alleged detriments could not properly stand as detriments for the purposes of a whistleblowing detriment claim and (c) there

was no basis for regarding the alleged detriments as having been done on the ground that protected disclosures had been made.

58. I will consider each intended claim in turn. I note that a valid claim requires both a protected disclosure (or a series of disclosures of substantially the same information) and at least one resulting detriment. It is the date of the relevant detriment (or the last in a series of similar detriments) that is critical in assessing whether a particular claim was brought in time. That is the date on which the claim is legally complete,

The PD1 claim

59. PD1 relates to the disclosure of concerns in mid-October 2024 about the lawfulness of a recording relied upon in the disciplinary process against the claimant. The alleged detriments mostly relate to failures to deal with the concerns in the way the claimant was being treated in the run up to her resignation, although there is a more general assertion that the employer failed to address her concerns or give a substantive response.

Selkent factor 1 - nature of the amendment

60. The intended PD1 claim is an entirely new one, not even mentioned in the 11 September email listing 6 protected disclosures the claimant said she was relying on. This means that at a relatively late stage (in terms of the overall timetable in these proceedings) the respondents are being exposed to the risks of having to meet a new legal claim and deal with the factual issues thrown up by it. This clearly goes beyond the facts already in issue in the claimant's other claims, since the intended claim requires the Tribunal to explore what was disclosed, whether there was a reasonable belief that any disclosures were in the public interest and whether any detriments were "done on the ground" that a protected disclosure had been made. Mr Zovidavi maintained that this would require a further witness to be called on behalf of the respondents. The PD1 claim also introduces questions as to the requirements of the GDPR, which would otherwise not be more than an incidental part of the other claims in these proceedings.
61. On the face of the allegations set out in the claimant's skeleton document, it appears to me that the PD1 claim has no reasonable prospect of success, even if a disclosure of the kind alleged can be proved. This is for a number of reasons. The "information" alleged to have been disclosed as part of PD1 refers in general terms to breaches of or non-compliance with the GDPR (on the part of the employer) and of the employer's policies. In my view, this lacks the specificity needed for the information to count as the sort of information that can make a disclosure of it a protected disclosure. Furthermore, the information disclosed and the alleged detriments appear to be personal to the claimant's circumstances and to her specific treatment by the employer in relation to an isolated incident involving the claimant (i.e. the creation of a covert recording by a co-worker). In my view there is very little (if anything) in the alleged facts that could (even if fully proved) plausibly constitute a disclosure made in the reasonable belief on the part of the claimant that they were being made in the public interest. The essentially private focus here was linked to the claimant's personal position in the run up to her resignation on 15 October 2024 and/or the scheduled disciplinary meeting on the same day. The creation of the recording was a single isolated

event, of considerable interest to the claimant. But I cannot see any real public interest. And if the claimant really thought the disclosure here was made in the public interest, and was of specific information of a kind within section 43B, it is surprising that the first time she mentioned the PD1 claim was in the 5 May 2026 skeleton document. To me that is not consistent with a belief at the time that information of a relevant kind was being disclosed in the public interest.

62. Another aspect of the intended PD1 claim that is weak in my view is “causation” as between PD1 and the alleged detriments relating to the use of the covert recording in the disciplinary process. The alleged disclosures are supposed to have taken place on and after 13 October in relation to a resignation on 15 October 2024. This timetable did not allow any time in practice for the employer to deal with and respond to the concerns raised in advance of her resignation on 15 October or the disciplinary hearing that would have been held on that day. In my view that makes it very difficult (if not impossible) to view the alleged failures as detriments done before the resignation and done on the ground of PD1. Once she had resigned, it appears to me wholly artificial to be complaining about failures to address the concerns raised in the context of the disciplinary process, and to present the failures in that context as detriments resulting from the disclosures being made. . In my view the matters mentioned in this paragraph further reduce the prospects of success of the PD1 claim so far as the detriments relating to the disciplinary process are concerned..

Selkent factor 2: Time limits considerations

63. There is on any view a serious “time limits” issue in relation to the PD1 claim given that the contents of the claim were first described by the claimant on 5 May 2026, having resigned on 15 October.2024 a day or two after the relevant disclosures were made. It is not clear to me exactly when the claimant asserts the detriments were “done” by the employer, but even if any of them can properly be regarded as occurring after the resignation there is no basis I can see for that date being more than say three months after the resignation. That assumes that the resignation did not mean the employer could properly ignore concerns raised outside a formal grievance/complaint (which might be a matter of dispute). Three months would have been plenty of time for the employer to consider and act on the concerns, if they needed to. On this hypothesis (a) the last possible date for the relevant detriments would be 14 January 2025. (b) the period allowed for bringing the claims would end 3 months and 2 days later (at the latest) on 16 April 2025, and (c) the PD1 claim first described in May 2026 was “made” almost a year out of time.
64. Under the applicable legislation it is well-established that the Tribunal can only extend time if it determines--
- 1) that it was not reasonably practicable to have submitted the claim in time; and
 - 2) If so, that the claim was made within a reasonable period.
65. The claimant explained her reasons for the delay, relying in particular on a lack of knowledge as to what was required and the effects of her mental health conditions, especially in the period after the previous hearing when she felt overwhelmed. She accepted that, with hindsight, she should not have left complying with EJ Midgley’s CMO (in giving details of her intended claims) until

so late, She said she had only felt able to address disability, which she dealt with first to the exclusion of giving any of the necessary details of her claims.

66. In my view those reasons are unlikely to prove sufficient to make out a case for extension of time. Even if a sufficient case could be made out on the first limb of the test for extending time, there will be much greater difficulty in relation to the rest of the rest of the period up to 5 May 2026. That is because the claimant was made aware after her ET1 form was presented that details of the intended claims were needed and she was on notice from at least 17 February 2026 (on receipt of the CMO from the 7 January hearing) as to exactly what was needed. She has shown that she is able to give the necessary details, and to secure some help (albeit non-professional help) and it appears from what she said that she simply chose to put off dealing with the further information about her whistleblowing and other claims. It follows from all this that I view her case on time limits as weak. This is a factor against the claimant in terms of deciding whether to give permission to amend her claim to add a whistleblowing detriment claim based on PD1.

Selkent factor 3: the request to amend

67. As for the manner and timing of the request to amend, I have already mentioned most of the relevant facts.
68. The claim form was presented in November 2024 and the nature of the PD1 claim was not revealed until 5 May 2026. She never made a formal request to amend prior to the hearing before me, so I would take 5 May as the effective date of the request. That was the first time at which any necessary amendment of the claim could be made, as the content of any such amendment was not known before then. There was, on any view, a long delay after initiating proceedings before the claimant gave any details of her intended whistleblowing detriment claims.
69. There was also a significant delay, of over two and a half months, between receiving the CMO on 17 February and giving the relevant details of the PD1 claim on 5 May 2026. It had already been made clear to the claimant on various occasions before 17 February that factual details of her claims were needed (for example in the respondents' response and strike-out application and at the hearing on 7 January 2026). The claimant explained to me that she had misunderstood what would happen on 7 January (thinking it would address the strike out application before she needed to give particulars of her claims) but I do not see how that explains or justifies the subsequent failure to make clear what claims she wished to add before 5 May 2026. I acknowledge that the fact the initial deadline in the CMO for further information passed before it was issued will have confused her. But she addressed that by seeking directions from the Tribunal and the deadline was extended.
70. It follows from the matters set out above that the third *Selkent* factor favours the respondents rather than the claimant.

Balance of injustice and hardship test

71. It is the case that denying permission to amend in relation to the PD1 claim would prevent the claim being adjudicated. But it is relevant to that point that the claimant's complaints about the covert recording and the part it played in events will properly be a significant part of the proceedings in relation to her claims for unfair dismissal and discrimination. Denying permission to amend would not prevent those matters being considered at the final hearing. In view of this, the impact on the claimant of denying permission to amend is reduced.
72. As for the balancing exercise required, I agree with the submission put forward by Mr Zovidavi for the respondents that it is clearly against the claimant. The three *Selkent* factors discussed above all favour the respondents in terms of permission to amend. My assessment is that the claimant does not lose that much if permission is denied, but even if that assessment were in any doubt, I consider that the balancing test favours the respondents. I agree with counsel that the overall legal merit of the claim is of relevance to the first factor: it appears to me that the claim has no reasonable prospect of success because it is more likely than not that the claim is not well-founded legally, even if the basic facts alleged are proved. It appears to me highly doubtful that the facts alleged disclose a protected disclosure or any meaningful detriment caused by it. Causation (as between the alleged disclosure and the detriment(s) alleged to have resulted from it) will be very hard to demonstrate on the very tight timeframe of events in mid October 2024. There is little if anything in the pleaded facts to indicate how the detriment(s) resulted from any disclosure of the kind put forward in the PD1 claim.
73. For all the above reasons, I conclude that the balance of injustice and hardship favours the respondents. Accordingly, permission to amend the claim to add the PD1 claim is refused.

The PD2 claim

74. PD2 relates to matters arising from the incident in 2024 when the Apple store where the claimant worked was closed for a day on 7 August due to civil unrest in Southampton. Most of the discussion above about the PD1 claim applies also to the claim based on PD2. In my view, the outcome of the balancing exercise under the *Selkent* principles is even more in favour of the respondents.
75. I acknowledge that PD2 was mentioned (in very general terms) by the claimant in her email of 11 September 2025. That is a small point in the claimant's favour, but the email did not give any detail as to what was disclosed, how the information given made the disclosure a protected disclosure or what were the detriments said to have resulted.
76. On the face of the facts now out forward by the claimant, it appears to me that the claim has no reasonable prospect of success. This is for a number of reasons. There is no specificity in the allegations as to how the alleged disclosures qualify as protected disclosures (with no detail given as to what specific obligations were breached by the employer). There is nothing to suggest a potential genuine public interest in the disclosures alleged, as opposed to the claimant simply arguing with the employer about the correctness of the position taken by the employer in response to an isolated incident on 7 August (that staff would not be paid unless

they made up the time later). The issue will also have affected other staff due to work that day, but I do not consider there to be any valid reason to regard them as a section of the public. Their common interest was in getting paid, which was a private interest. If there was, objectively, no genuine public interest in making the disclosures then the claimant could not have had a reasonable belief that the disclosures were in the public interest. Nor is there anything in the pleaded facts to suggest plausibly that the disclosures were seen by her at the time as being made in the public interest, as opposed to her private interests (or the private interests of herself and the staff due to work on 7 August). The facts put forward by the claimant suggest to me that at the time this was seen by her simply as a contractual matter that she was vigorously disputing because the employer had made a legal mistake.

77. Furthermore, a number of the alleged detriments relating to PD2 plainly do not meet the necessary test for a detriment in a valid whistleblowing detriment claim - that there must be a detriment done "on the ground that" the protected disclosure in question had been made by the claimant. That is because the relevant acts described as detriments appear to have been caused by something else, on their face, and not by the alleged PD2 disclosure. For example, the reason the claimant was "required" to work alternative hours on 10 August was plainly because the employer thought she was not entitled to be paid for 7 August. That position was the very thing she says was communicated as a protected disclosure. But it predated the disclosure and cannot plausibly be seen as a result of it. Nor is there any reason to think that her treatment on and after 10 August (on turning up late due to a car breakdown) was anything to do with a disclosure (protected or otherwise) about the lawfulness of non-payment for the shift missed on 7 August, as opposed to being a response to her lateness on that occasion. The employer may have responded incorrectly or unfairly to her late attendance on 10 August, but that is not the same thing as it being a response to her alleged disclosure about the correctness of their decision not to pay staff for 7 August. There is also no possible reason I can identify as to why the fact she turned up late on 10 August meant the employer should have abandoned their view that she was not entitled to payment for 7 August. That does not make sense to me, whether or not their view about payment for 7 August was correct. As for the specific issue about payment for 7 August it appears from the claimant's skeleton document that the contractual matter was resolved in her favour and she ended up being paid. So she ended up getting what she wanted. It is not clear from the alleged facts that at the time she wanted or expected anything else as regards the issue about payment.

78. As for the *Selkent* factors--

(1) the claim based on PD2 is a new claim (not pleaded before 5 May or based on facts disclosed in the original claim). That is a factor against the claimant, as is the lack of any reasonable prospect of success, as discussed above. Other points made on this factor in relation to PD1 claim apply equally here (subject only to the small point that PD2 was mentioned in the claimant's email of 11 September).

(2) The position as regards time limits in relation to the PD2 claim is no better (and if anything slightly worse), from the claimant's point of view, than in relation to the PD1 claim. That is because the initial time limit may have ended slightly earlier than in relation to the PD1 claim (which involves disclosures in mid-October and detriments that might have been "done" sometime between then and perhaps mid-January 2025 at the very latest). In the case of the PD2 claim, the alleged detriments appear to all have been done before the claimant's resignation on 15 October 2024. So the initial 3 months (plus 2 days for Early Conciliation) for bringing the PD2 claim would have run out on or before 16 January 2025 at the latest. So the PD2 claim first described on 5 May 2026 was at least 15 and a half months late.

(3) The position as regards the timing of the request to add the PD2 claim is similar to the PD1 claim.

79. I conclude that the balance of injustice and hardship is against the claimant, as it was for the PD1 claim. I cannot see anything in relation to the PD2 claim that significantly improves the position from the claimant's point of view. I note that the events in relation to incidents on 7 and 10 August 2024 will form part of the claimant's case for constructive unfair dismissal and discrimination. So most of her criticisms of IKEA and colleagues made in the context of the PD2 claim will be within scope of the matters dealt with at the final hearing.

80. For all the above reasons, permission to amend the claim to add the PD2 claim is refused.

The PD3 claim

81. PD3 relates to raising concerns with the claimant's line manager, IKEA HR and others about workplace practices she considered were causing harm to her health. This appears to be based on a Whats App message in the bundle from November 2023, some oral conversations, disclosures in a grievance (not upheld) and an email on 14 October.

82. As with the PD2 claim, most of the discussion above about the claim based on PD1 applies also to the claim based on PD3. In my view, the outcome of the balancing exercise under the *Selkent* principles is even more in favour of the respondents in relation to PD3 than it was on PD1. PD3 was mentioned by the claimant in her email of 11 September, but in very general terms.

83. There is no basis I can see on the alleged facts for concluding that the claimant made any protected disclosures. Accordingly, I view the PD3 claim as having no reasonable prospect of success. In particular there is no basis for viewing the disclosures as being of specific information tending to show that any of the matters listed in section 43B(1) were in issue and as having been made in the public interest and "reasonably believed". by the claimant to have been made in public interest. She was, as far as I can see from the documents in the bundle being relied on, simply explaining how she was feeling and why she thought her treatment by the employer was contributing to that. The context was private.

84. As for the *Selkent* factors--

(1) the claim based on PD3 is a new claim (not pleaded before 5 May or based on facts disclosed in the original claim).. That is a factor against the claimant, as is the lack of any reasonable prospect of success, as discussed above. The other points made on this factor in relation to PD1 claim apply equally here (subject only to the small point that PD3 was mentioned in the claimant's email of 11 September).

(2) The position as regards time limits in relation to the PD3 claim is no better (and if anything slightly worse), from the claimant's point of view, than in relation to the PD1 claim. That is because the initial time limit will have ended slightly earlier than in relation to the PD1 claim. In the case of the PD3 claim, the alleged detriments appear to all have been done before the claimant's resignation on 15 October 2024. This means (for the same reasons as for the PD2 claim) that the PD3 claim was at least 15 and a half months late.

(3) The position as regards the timing of the request to add the PD3 claim is no better, from the claimant's point of view, than for PD1 claim.

85. I conclude that the balance of injustice and hardship in relation to PD3 is against the claimant, as it was for the PD1 claim. I cannot see anything in relation to the PD3 claim that significantly improves the position from the claimant's point of view. Arguably, the alleged detriments may have more potential to be proper detriments (in terms of the necessary ingredients of a whistleblowing detriment claim), but that does not assist the claimant if there was no protected disclosure and/or no real basis for thinking that they were done on the ground that the disclosures had been made.

86. I note that the subject matter of PD3 will be in scope of the other claims that will be dealt with at the final hearing. As with PD1 and PD2, this means the claimant will not lose a great deal (in terms of the Tribunal addressing the substance of her "complaint") if denied permission to amend.

87. For all the above reasons, my decision is that permission to amend the claim to add the PD3 claim is refused.

Other matters

88. If I had concluded that any of the three intended claims had been pleaded, I would have had to consider the respondents' application to strike out the claims or, in the alternative, make a deposit order (see Question 3 set out in paragraphs 34 to 36 above). For the reasons given above, I would have concluded, on the basis of the submissions made orally and in writing, that none of the intended claims have a reasonable prospect of success. There was in my view no reasonable prospect (even taking the facts to be as alleged by the claimant) of the claimant establishing the ingredients of a well-founded whistleblowing detriment claim. I would have struck out each of the intended claims.

89. I have not attempted in these Reasons to distinguish between the position of the different respondents. For completeness, and for same reasons as apply in relation to the intended claims against the first respondent, I refuse permission to add the three intended claims against the second and third respondents (if that was indeed the claimant's intention). It appears to me that the case for amending the claim to add whistleblowing detriment claims against the second and third respondents is even weaker than in the case of the first respondent, IKEA Limited. That is because the claimant has never addressed how her intended claims operate against the second and third respondents. If there was an intention to bring the intended claims against them, it is not clear to me how the claims would be framed to address the differences between their position and that of the employer. That lack of clarity is a further reason to regard the balance of injustice and hardship as being against the claimant.

Employment Judge Hogarth
Date: 4 August 2026

Sent to the parties on:
17 August 2026
For the Tribunal Office

Notes

- 1. Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employmenttribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.*
- 2. Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:*

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