EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 8000608/2026 Hearing Held at Aberdeen on 27 and 28 July 2026

Employment Judge: M A Macleod

James Locke	**Claimant** **In Person**
Granite Elite Ltd	**Respondent** **Represented by** **Ms H Kelly** **Consultant**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The Judgment of the Employment Tribunal is that the claimant's claims all fail, and are dismissed.

REASONS

1. The claimant presented a claim to the Employment Tribunal on 13 March 2026 in which he complained that he had been subjected to detriments by the respondent after he made protected disclosures and raised health and safety concerns with them.

2. The respondent resisted the claimant's claims and denied, in particular, that any disclosures were protected disclosures within the statutory meaning.

3. A Hearing was listed to take place on 27 and 28 July 2026 in the Aberdeen Employment Tribunal. The claimant appeared on his own behalf, and Ms Kelly appeared for the respondent.

4. Each party presented a Bundle of Productions. Reference to the claimant's bundle in this Judgment will be signified by the prefix "C", and to the respondent's bundle by the prefix "R".

5. The claimant gave evidence on his own account. The respondent called 2 witnesses, namely: Gavin Alexander McLean, Director of Corporate Services, and Kevin Meldrum, Head Doorman.

6. Prior to the commencement of the Hearing, there was a discussion about whether or not the claimant's claims were sufficiently clear to allow proper determination, and to allow the respondent to set out evidence in response. Parties agreed to proceed. There was no List of Issues prepared in advance of the Hearing, and accordingly the Tribunal required to identify the issues as set out below in the Discussion and Decision section.

7. In the course of the evidence, reference was made to junior colleagues of whom the claimant was critical. On the basis that they have not given evidence and have not been in a position to defend themselves from such criticism, and that the issues arising do not primarily relate to their identity but the concerns which were being raised, I have identified them only by initials rather than their names.

8. Based on the evidence led and the information presented, the Tribunal was able to find the following facts admitted or proved.

Findings in Fact

9. The claimant, whose date of birth is 18 March 1990, commenced employment with the respondent as a Head Door Supervisor in April 2022. He remained in employment with the respondent as at the date of the Tribunal.

10. The claimant has been based during his employment with the respondent at a bar, Jamjar, in Lansdowne Place, Aberdeen. Prior to his employment with the respondent he had worked in Jamjar for some 6 years.

11. Although he said he did not receive it when he commenced employment with the respondent, the claimant accepted that he had subsequently been shown or given a copy of the job description applicable to his role as Head Door Supervisor (R-JK).

12. The "Job Purpose" was defined as follows:

"The Head Door Supervisor is responsible for leading and supervising a team of Door Supervisors to ensure the safety, security and welfare of customers, staff and premises. The role involves managing venue security operations, maintaining compliance with UK licensing and security

legislation, handling incidents professionally, and acting as the primary point of contact between security personnel, venue management, emergency services and external stakeholders.

The Head Door Supervisor will promote a safe, welcoming and professional environment while ensuring that all security activities are conducted in accordance with company policies, SIA licensing requirements and relevant legislation."

13. SIA refers to the Security Industry Authority.

14. His Key Responsibilities were listed, under Operational Management, as:

    - *"Lead, motivate and supervise Door Supervisors during each shift*
    - *Conduct pre-shift briefings and allocate duties effectively*
    - *Ensure all security personnel maintain professional standards of appearance and conduct*
    - *Monitor venue access and egress points*
    - *Oversee crowd management and customer flow*
    - *Ensure compliance with venue policies and licensing conditions*
    - *Conduct regular patrols of the venue and surrounding areas."*

15. There were a number of other headings, but under Leadership Responsibilities, the following were listed:

    - *"Monitor team performance and provide coaching where necessary*
    - *Mentor new Door Supervisors and support ongoing development*
    - *Identify training requirements and report them to management*
    - *Conduct welfare checks and ensure staff wellbeing*
    - *Promote a positive safety culture within the team."*

16. The claimant intimated to the respondent (C3 – undated) by email that he would not work with L or S: *"Been trying for months to get them up to a decent standard but they are simply not interested. They don't challenge anyone they don't listen to any instruction weather (sic) show, explained or told. Had multiple close calls with them letting in people who are banned that they themselves have had multiple violent run into with etc. Last night was the last straw for me."*

17. He maintained that Kevin (Meldrum) dismissed these concerns when raised with him.

18. Mr Meldrum emailed the claimant on 20 October 2025 to attach the rota for the week, and to confirm that he had not put L or S on while the claimant was on shift. He asked the claimant to forward previous emails about L and S and their poor performance.

19. The claimant responded, approximately an hour later:

    "I've been having issues with the two of them for a while but trying to get them to an acceptable level but I've reached the point where I don't think it can be done. Didn't bother emailing about it weekly as previously that's yielded no results or care.

    Saturday they let in a big group of banned individuals known for causing trouble, they have had this group pointed out to them multiple times and the ring leader literally fought in the queue 3 feet from their faces a couple of weeks ago. There are multiple other banned groups they have literally gotten physical with themselves before that they also can't remember.

    D mentioned this in two emails recently which wasn't taken on as far as I can see from the email chains.

    They are polite and presentable but other than that no positives. They can't remember bans, literally any time I throw someone out they will be back in within 30 mins. They never look behind them when doors open so I always have to shout for their attention despite being told multiple times. They are not firm at all they let people talk them out of their decisions constantly.

    If they can't be firm, can't follow instructions and can't pat attention or remember anything I can use them."

20. The respondent's client at Jamjar, David, emailed Mr Meldrum and others (C4) on 20 October 2025 to advise that there were some issues with the staffing and that he had concerns about the make up of the team for the following weekend. Mr Meldrum responded to say that the reason why he was keen for L and S on the door that weekend was because they were familiar with the venue.

21. There was further correspondence (C5) between Mr Meldrum and the claimant on 23 October 2025. Mr Meldrum advised the claimant that G had been swapped off the rota the previous evening because he did not have a uniform. The claimant's response was:

    "The point I'm trying to make is we agreed previously that a rota would be sent so we knew the times and who was on.

    If he's been put down for multiple shifts and then removed as he doesn't have uniform (which was an issue 6 weeks ago) I'm not sure why he was put on the rota before making sure he has uniform, surely the right thing to *do would have been to find out if he has or get him uniform then put him on rather than putting him on and changing it.*

After our discussion weeks ago we agreed I would check the rota to prevent the sizable amount of errors that were occurring due to carelessness. I am doing this in my own time which I really shouldn't have too (sic). But when you continuously put someone on then change them for a reason that's avoidable it's just a waste of my time and yours.

We should have confidence in the rota once it's finalised not constant concern if it's changing."

22. The uniform prescribed for staff of the respondent was a polo shirt with the company logo, a jacket and black trousers and shoes.

23. Each member of the door staff requires to be accredited by SIA before commencing employment with the respondent.

24. Mr Meldrum in evidence agreed that he had assented to the claimant's wish to be sent the rota in advance, but changed his mind as he considered that there was no need for this to be done. He insisted that he had discussed rotas with the claimant verbally at the venue.

25. On 28 October 2025, Gavin McLean wrote to the claimant (C6) to require him to attend an investigation meeting, to be held on 30 October 2025, chaired by Mr McLean, and with a witness in attendance to take notes.

26. It was said that the purpose of the meeting was to investigate the following issues:

   - *"Regularly badmouthing Granite Elite Ltd and its Directors thus potentially having a negative impact on the business and bringing the company into disrepute.*
   - *Failing to comply with reasonable management instructions which include signing in for shifts using the company's designated attendance system.*
   - *Failure to comply with the company anti bullying policy where you abused a member of Senior Management, calling them a 'Spastic'.*
   - *Verbally abusing another member of staff outside Jamjar whilst on Shift representing Granite Elite potentially having a negative impact on the business and bringing the company into disrepute.*
   - *Poor and unprofessional attitude, tone & manner when communicating with Operations & Senior Management both Verbally & Mentally."*

27. The letter went on to say that *"this investigation meeting is not a disciplinary procedure in itself; however, possible outcomes from our meeting are that we may decide that it is necessary to pursue a formal disciplinary procedure with you. Alternatively, it may be decided that there are no grounds for this…"*

28. A further email was sent to the claimant on 3 November 2025 (C7) by Amy Gallon, Administrative Manager, who took over the investigation in the absence of Mr McLean.

29. In that email, Ms Gallon advised the claimant that the investigation was in reference to the claimant's conduct while at work, namely:

    - *"Allegations of the use of inappropriate language in relation to members of the Senior Leadership team*
    - *Failure to follow reasonable management instructions*
    - *Inappropriate language and verbal abuse of a fellow colleague*
    - *Failure to report serious incidents in the required manner."*

30. The investigation meeting took place on 5 November 2025, and notes (R – C) were taken by Logan Spence, who was in attendance. The claimant attended with his colleague Kido Ogah accompanying him, and the meeting was chaired by Ms Gallon.

31. In the meeting, the claimant raised at the outset his concern that the points being raised to him had been changed, and wanted to ask questions about how that had come about.

32. Ms Gallon sought to focus on the allegations. She raised the first point, that the claimant had allegedly badmouthed the company, and asked if the claimant understood that the company had a zero tolerance policy regarding inappropriate language about senior management. He said he did.

33. She then confirmed that an allegation had been made about an incident on 10 October regarding Natalie McArthur. She read the relevant email, which was an email by Mr Meldrum to Craig Fraser of the respondent dated 24 October 2025 (R -E2/3).

34. In that email, Mr Meldrum pointed out that the claimant had been raising concerns about S and L, and observed that the issue for the respondent was that when the claimant was off, it was necessary to decide who to put in place with the necessary experience to decide and act with authority on the door.

35. The email continued:

"While was speaking with James, he commented on a few things about Granite Elite as a company. Things like he was shocked that we don't provide training before deploying DS to the doors but that is why you do your SIA training, and you gain experience while working on the doors.

Other comments were made about Craig Fraser, about his restraints, were useless and doesn't work. He mentioned that he did a hold on Angus once for demonstration and he laughed saying that doesn't work. The next time we hold a PI night James would like to be there as long as Craig demonstrates on James as it will be funny.

Another conversation that was had, was he complained about Natalee (as a financial director) replies to doorman related emails. I have tried to respond to emails quicker to save any arguments sake but if they get a reply then that is the main thing instead of getting ignored. But James complained about the way she replies/writes emails and called her a 'Spastic' on numerous times throughout the conversation this is what James called her.

James has also mentioned that he is untouchable at Jamjar which is not the right attitude to have nor speak of…"

36. The claimant denied the allegation that he had used the word "spastic" to describe Ms McArthur.

37. Ms Gallon then asked the claimant about the allegation that he had failed to follow Mr Meldrum's reasonable management instructions. Again, the claimant sought to explain that he was not failing to follow a reasonable management instruction, but that he had felt unsafe as he did not know who was on shift, staff had not turned up and Mr Meldrum had not fulfilled his agreement to provide the rota. He asserted that "It is clear that it seems the company out to get me, I document for everything, I email everything."

38. Ms Gallon went on to address the third allegation, that he had used inappropriate language and verbal abuse towards a colleague. She referred to a complaint dated 26 September 2025 by John Webster, and read the email which he had sent, in terms (R-E1):

"I write to inform you about the incident that took place outside Jam Jar/Monty Wine Bar, regarding James Locke verbally assaulting myself. At that time, he made numerous comments like 'you are a squint-eyed faggot', 'fat cunt' over and over. All of this stemmed from myself apparently giving his name out to a customer at Prohibition, which in fact was not the case as the night he is referring to I was on shift with Natalee McArthur who can confirm that his name was never mentioned. I have raised a complaint to Police Scotland that evening regarding this incident as I think it is disgusting that not only a colleague but a Door Supervisor is using such slurs and comments towards myself in view of the public. I feel this shows the

company in a bad light as if anyone has seen/heard this he was visibly wearing Granite Elite LTD uniform. The night in question is the 12th of July 2025 at approximately 22.20/22.25 when I was at the time making my way to my own shift at Dusk Cocktail Bar. At the time of the incident, I made Craig Fraser and Kevin Meldrum aware of what had just occurred."

39. The claimant denied this allegation, and suggested that Mr Webster had disclosed his name to people at the bar who were drunk and causing issues. He asked if Mr Webster had mentioned that he had come to the claimant's car and had used bad language towards him. He also said that the issue had been raised but not dealt with in a timely manner by the respondent; that Mr Webster had had an issue with him due to a previous job; and that his claims were false, that he has a brother who is gay and trans, and that he dealt with many different people on a nightly basis. He insisted that he was not homophobic at all.

40. When giving evidence about this matter before the Tribunal, the claimant became visibly upset.

41. The final point raised by Ms Gallon was that the claimant had allegedly failed to report an incident appropriately. She clarified that this related to an incident at JamJar on 19 October 2025. The claimant described it as a medical emergency, though he had not been asked to report anything as he normally would. He refused to accept that there was a failure to follow policy as this was a matter he had not been asked about or challenged on before.

42. He repeated his sense that he was being pushed out.

43. On 6 November 2025, Ms Gallon forwarded to the claimant by email (C17) attaching the typed-up notes from the meeting, a copy of the Employee Handbook and the company's organisational chart, for the claimant's review.

44. The claimant replied on 10 November 2025 at some length, setting out what he described as "major concerns". He maintained that much of what he had said in the meeting was not included in the notes, and he set out a number of examples arising from the notes. He confirmed that these were "just a few of the issues I have with the notes."

45. Ms Gallon responded on the same day to say that she would update the notes to reflect his recollection and would send on the updated version. The claimant replied to say that if it were to be a full revision, then he would have more to add (C18). He went on to ask Ms Gallon and Mr Spence whether the notes were an accurate reflection of the conversation which they had had. He wrote again on 14 November to say that it had been 4 business days with no response, and he repeated his question asking why

the notes were wrong and what would be happening going forward. He reiterated that the process was extremely stressful for him, and that he was being singled out by the company and mistreated as well as having his health and safety concerns dismissed.

46. Ms Gallon wrote to the claimant on 15 November (C19), a Saturday, to attach the notes with amendments to include those parts the claimant had previously said were missing. She assured the claimant that a member of senior management would be in touch about the health and safety concerns which he had raised.

47. The claimant replied, saying *“You didn’t answer my previous questions about why the first draft of the notes were sent to me in the way they were missing much of the conversation and having things in it that just weren’t said…You haven’t answered or mentioned my report on unprofessional conduct by the note taker during an adjournment, is talking about violence against customers for no reason during a serious meeting something that you are going to address or is the company overlooking this?”*

48. He maintained that the second draft of the notes remained inaccurate. He asked if it was company policy to change notes from an official meeting, and suggested that surely they were supposed to be an accurate note of what was said.

49. On 17 November 2025, the claimant submitted a formal grievance to the respondent (C21).

50. He complained that:

    a. The allegations against him were false and unsubstantiated, and that his manager had presented no evidence to support them apart from his own account;

    b. He believed he was being treated differently from other staff members, and that his manager was avoiding him;

    c. There was a breach of an agreement regarding rotas being provided to him in advance; and

    d. There was a significant impact upon the claimant’s moral, emotional wellbeing and sense of security at work.

51. He sought certain outcomes from the process, primarily a formal investigation into his manager’s (Mr Meldrum’s) actions in this matter.

52. He also sent a separate email on that date (C22) in which he raised a second grievance relating to the application of procedures by the respondent. He set out the following complaints:

    a. That several allegations were presented to him well after the incident was said to have taken place, contradicting the company's expectations that they be dealt with in a timely manner;

    b. That the rules and process were applied to him in an unfair manner, namely that he had been questioned about the daily occurrence logbook, which he maintained he had never been trained in using;

    c. That the respondent had failed to act on safety concerns and rota commitments, as well as unsatisfactory staffing levels;

    d. That the meeting notes following the investigation meeting were materially inaccurate and did not reflect what was actually said;

    e. That the respondent made contradictory statements about unsafe staff and the pattern of accusations.

53. He emailed again on 19 November to ask for an acknowledgement of the 2 grievances he had submitted (C24).

54. Craig Fraser emailed the claimant on 19 November 2025 to confirm that the grievance had been received and logged, and to apologise for the delay. He advised that an independent HR consultant would be in touch in order to outline the next steps in the process.

55. The claimant emailed Mr Fraser on 21 November 2025 in order to complain that Mr Meldrum had breached the terms of the claimant's grievance, by attending at his workplace and standing in front of him, smiling and laughing in a manner he believed was designed to intimidate him (C26).

56. The claimant sent a further email on 29 November 2025 complaining about the handling of his grievance, the continued failure to provide a rota, the failure to respond to safety concerns, lack of protective measures and serious procedural concerns about the investigation meeting, together with breaches of the ACAS Code (C29). He sought clarification as to the timescale and details of the external HR process to be followed.

57. Ms Kelly (who appeared for the respondent in this Hearing) responded to the claimant by email dated 3 December 2025 but it appears that this went into the claimant's spam folder. In due course they managed to communicate, and on 18 December 2025, Gavin McLean invited the claimant to a grievance hearing on 22 December 2025 (R-D4); that meeting

was then rearranged to take place on 5 January 2025 (R-D5). The claimant did express concerns (R-D16) about the fact that Mr McLean was to hear the grievance, as he had agreed to participate on the basis that he had been promised that the matter would be handled by an external HR consultant.

58. The claimant continued to be suspicious of the actions of management, and believed that the grievance was not fully investigated, as the respondent wished to remove him from the company.

59. Mr McLean made a number of attempts to contact Mr Odah, the claimant's representative at the original investigation meeting, in order to obtain his comments about the manner in which that meeting was handled, and the accuracy or otherwise of the notes. However, he was unable to contact him.

60. He also felt that the claimant's tone in correspondence was escalating, and that this created a situation where they were "going round and round". He believed that the claimant was making unfair criticisms of the process which they were trying to follow, as a reasonable employer.

61. He believed that stewards were all suitably trained to carry out the role, being SIA licensed as a requirement of employment. In order to obtain that licence, he explained that there were 4 units to pass: physical interaction, conflict management, generic working and working as a door steward. In addition, emergency first aid at work and counter terrorism were the subject of the process. Finally, each door steward had to have a good understanding of English, both written and verbal.

62. When a new steward commences employment with the respondent, they are immediately in a position to be placed on a door. Where they are assigned to JamJar, they are given a site assignment pack with all of the details of the venue, and instructed to read it. The respondent expected the claimant to carry out an induction in relation to company-wide information, including time sheets, the daily occurrence book, venue capacity books and licensing requirements. He was expected to train up inexperienced and new staff for the respondent.

63. An outcome letter was sent to the claimant on 17 April 2026 to confirm the outcome of the claimant's grievance, notwithstanding that no grievance meeting had taken place (R-PG2). It is appropriate simply to record that the grievance was partly upheld, in that it was accepted that the claimant had raised concerns about the accuracy of the investigation meeting notes (though the respondent considered that they had taken action to address this), and communication from the external HR consultant could have been quicker and clearer.

64. The claimant submitted an appeal against that decision (C44) dated 21 April 2026). There was some correspondence between the claimant and the respondent about the arrangements for the appeal hearing, which did not lead to any consensus. Accordingly, as at the date of this Hearing, the claimant's appeal against the grievance outcome remains outstanding and unresolved.

65. With regard to the allegation that Mr Meldrum had breached the grievance conditions by attending at the claimant's workplace and standing in front of him in an intimidating manner, Mr Meldrum admitted that he had gone to the workplace upon his return from leave, unaware that he was not to meet with the claimant. He was advised by the claimant that he should not be there, and thereafter Mr Meldrum did not see the claimant.

66. He also maintained that he and the claimant did have conversations about the rota on a regular basis. His position was that he and the claimant exchanged a number of communications about the rota, about uniforms being work, about difficulties with less experienced stewards, all of which were dealt with between managers.

67. He denied that any action he took was to retaliate against the claimant following his criticism of Mr Meldrum in his grievance. He asserted that he was simply carrying out his role as Security Manager.

Submissions

68. Both parties made short submissions at the conclusion of the Hearing. Where appropriate, reference is made to those submissions in the Discussion and Decision section below, but at this stage it is not necessary to relate the submissions in detail.

The Relevant Law

69. Section 43A of the Employment Rights Act 1996 ("ERA") provides:

"In this Act a 'protected disclosure' means a qualifying disclosure (as defined by section 43B) which is made by a worker in accordance with any of sections 43C to 43H."

70. A qualifying disclosure is defined in section 43B as *"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 the environment has been, is being or is likely to be damaged; or
f. That information tending to show any matter falling within any one of the preceding paragraphs has been, or is likely to be deliberately concealed."

71. Section 47B prohibits a worker who has made a protected disclosure from being subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that the worker made a protected disclosure.

72. Helpful guidance is provided in the decision of **Blackbay Ventures Ltd (t/a Chemistree) v Gahir [2014] IRLR 416** at paragraph 98:

"It may be helpful if we suggest the approach that should be taken by employment tribunals considering claims by employees for victimisation for having made protected disclosures.
1. Each disclosure should be identified by reference to date and content.

2.. The alleged failure or likely failure to comply with a legal obligation, or matter giving rise to the health and safety of an individual having been or likely to be endangered or as the case may be should be identified.

3. The basis upon which the disclosure is said to be protected and qualifying should be addressed.

4. Each failure or likely failure should be separately identified.

5. Save in obvious cases if a breach of a legal obligation is asserted, the source of the obligation should be identified and capable of verification by reference for example to statute or regulation. It is not sufficient as here for the employment tribunal to simply lump together a number of complaints, some which may be culpable, but others of which may simply have been references to a check list of legal requirements or do not amount to disclosure of information tending to show breaches of legal obligations. Unless the employment tribunal undertakes this exercise it is impossible to know which failures or likely failures were regarded as culpable and which attracted the act or omission said to be the detriment suffered. If the employment tribunal adopts a rolled up approach it may not be possible to identify the date when the act or deliberate failure to act occurred as logically that date could not be earlier than the latest of act or deliberate failure to act relied upon and it will not be possible for the Appeal Tribunal to understand whether, how or why the detriment *suffered was as a result of any particular disclosure; it is of course proper for an employment tribunal to have regard to the cumulative effect of a no of complaints providing always have been identified as protected disclosures.*

6. The employment tribunal should then determine whether or not the claimant had the reasonable belief referred to in s43B(1) and under the 'old law' whether each disclosure was made in good faith and under the 'new' law whether it was made in the public interest.

7. Where it is alleged that the claimant has suffered a detriment, short of dismissal it is necessary to identify the detriment in question and where relevant the date of the act or deliberate failure to act relied upon by the claimant. This is particularly important in the case of deliberate failures to act because unless the date of a deliberate failure to act can be ascertained by direct evidence the failure of the respondent to act is deemed to take place when the period expired within which he might reasonably have been expected to do the failed act.

8. The employment tribunal under the 'old law; should then determine whether or not the claimant acted in good faith and under the 'new' law whether the disclosure was made in the public interest."

73. In addition, the Tribunal had reference to the well-known decisions in **Kuzel v Roche Products Ltd [2008] EWCA Civ 380, Fecitt & Ors v NHS Manchester [2012] ICR 372** and **Cavendish Munro Professional Risks Management Ltd v Geduld [2010] ICR 325 EAT**.

74. In **Cavendish Munro**, the EAT distinguished between a statement asserting unfair or inappropriate treatment with one which discloses information in terms of the statutory definition, and drew the following distinction: *"Communicating 'information' would be: 'The wards have not been cleaned for the past two weeks. Yesterday, sharps were left lying around.' Contrasted with that would be a statement that: 'You are not complying with Health and Safety requirements.' In our view this would be an allegation not information.".*

75. In, **Kilraine v London Borough of Wandsworth [2018] EWCA Civ 1436**, at paragraphs 35 and 36, the Court of Appeal set out guidance on whether a particular statement should be regarded as a qualifying disclosure:

"35. The question in each case in relation to section 43B(1) (as it stood prior to amendment in 2013) is whether a particular statement or disclosure is a 'disclosure of information which, in the reasonable belief of the worker making the disclosure, tends to show one or more of the matters set out in sub-paragraphs (a) to (f). Grammatically, the word 'information' has to be read with the qualifying phrase 'which tends to

show [etc]' (as, for example, in the present case, information which tends to show 'that a person has failed or is likely to fail to comply with any legal obligation to which he is subject'). In order for a statement or disclosure to be a qualifying disclosure according to this language, it has to have a sufficient factual content and specificity such as is capable of tending to show one of the matters listed in subsection (1). The statements in the solicitors' letter in Cavendish Munro did not meet that standard.

36. Whether an identified statement or disclosure in any particular case does meet that standard will be a matter for evaluative judgment by a tribunal in light of all the facts of the case. It is a question which is likely to be closely aligned with the other requirement set out in section 43B(1), namely that the worker making the disclosure should have the reasonable belief that the information he discloses does tend to show one of the listed matters. As explained by Underhill J in Chesterton Global at [8], this has both a subjective and an objective element. If the worker subjectively believes that the information he discloses does tend to show one of the listed matters and the statement or disclosure he makes has a sufficient factual content and specificity such that it is capable of tending to show that listed matter, it is likely that his belief will be a reasonable belief."

Discussion and Decision

76. The parties have not prepared or presented a List of Issues in this case, and therefore it is for the Tribunal to establish what the issues for determination are, and then seek to determine them according to the evidence and the legal provisions involved.

77. Broadly speaking, this is a relatively simple legal claim, in which the claimant asserts that he made a number of protected disclosures, and as a result of doing so that he was subjected to detriments by the respondent.

78. It is therefore necessary to determine, firstly, whether the claimant made protected disclosures to the respondent, and importantly when and how he did so.

79. In his claim form, the claimant set out the following alleged protected disclosures:

    a. Stewards were deployed without proper uniform;

    b. Staff arrived late without signing the correct timesheets, or by signing the incorrect timesheets;

    c. Staff lacked training as to how to deal with intoxicated or underage customers;

    d. Failure to follow health and safety procedures;

e. Failure to schedule requested and required levels for venue and staff safety.

80. I address these in turn.

Stewards deployed without proper uniform

81. On 23 October 2025 in the course of correspondence about L and S, the claimant made reference to them not having uniforms on which would identify them as door stewards. Mr Meldrum had confirmed that an individual had been removed from a shift as he had not had a uniform.

82. In my view, the claimant was expressing unhappiness about two stewards not wearing uniforms, or not having uniforms, in a general manner. What was not clear was whether he was disclosing information which tended to show either a breach of legal obligations or a risk to health and safety.

83. It is possible to envisage that if a door steward were not wearing uniform, they could not be distinguished as a steward by customers entering the venue. However, it is not clear where that takes the claimant. It was the claimant's responsibility to manage door stewards (or door supervisors), to ensure the safety and security of the venue and customers. The respondent's position was that ensuring that staff had their uniforms fell within the claimant's area of responsibility.

84. It is my conclusion that the claimant was not disclosing information which tended to show that the respondent was breaching its legal obligations, or that health and safety was likely to be put at risk. He regarded the matter as unsatisfactory but it is plain that he had responsibility for ensuring that staff were properly supervised, and therefore properly uniformed.

85. This does not amount to a matter of public interest, nor do I consider that the claimant had a reasonable belief that it did. This was a company matter being dealt with between managers.

86. Accordingly, I am not persuaded that this amounted to a protected disclosure under section 43B(1) of ERA.

Staff arriving late and not signing timesheets, or signing incorrect timesheets

87. Very little evidence was heard about this matter. It was the claimant's own responsibility to train new staff in completion of time sheets and the importance of accuracy. It was notable that notwithstanding his complaints about the manner in which staff completed timesheets, his own entries failed to identify his SIA number on the timesheets, as they should have.

88. Again, it appears that this was an internal matter within the respondent's employment, in which staff may or may not have been completing timesheets properly. The date or dates of disclosure are not clear in the evidence, and in any event, there is no clear evidence that this amounted to any more than an allegation made by the claimant as opposed to the disclosure of information.

89. Quite why this might be said to be a matter of public interest, as opposed to an internal management issue, is entirely unclear from the evidence.

90. Accordingly, I am not persuaded that this amounted to a protected disclosure under section 43B(1) of ERA.

Staff lacking training in dealing with underage or intoxicated customers

91. On 20 October 2025, the claimant emailed Mr Meldrum to complain that L and S had permitted a group of banned individuals to enter the venue, and had done so before. He made reference to a group fighting outside the venue door in the sight of the stewards, but no action was taken.

92. It is not clear that the claimant was complaining at this point about the lack of training of individuals in dealing with underage or intoxicated customers: this complaint specifically addressed the problem of allowing banned groups to return to the venue. It is not specified why they were banned.

93. The claimant's job description required him to monitor the team's performance, and provide coaching where necessary; in addition, to identify training requirements and report them to management. It appears to me that this is what the claimant was doing, in line with his contractual responsibilities. He had identified that L and S needed training and brought that to the attention of management in the form of Mr Meldrum.

94. It is not clear what legal obligation the claimant was suggesting was being breached here. It seems more likely that the claimant was seeking to highlight that there may be health and safety risks arising from the failure to have door stewards who knew that banned groups should not be admitted, on the basis that the reason for their being banned was previous unacceptable behaviour; and that the risk may be to staff and other customers due to the possible repeat of unacceptable behaviour by the group concerned.

95. In my judgment, this alleged disclosure is too vague and unclear to amount to a protected disclosure. The claimant is raising matters which fall once more within his field of responsibility. The respondent pointed in their evidence to the requirement that each steward requires to have SIA

accreditation, which means that they have had a level of training in their duties, and further training would come in the course of the induction which they should receive from the supervisor, namely the claimant. If the claimant was raising matters of training, he was doing no more than his contract required him to do, rather than of itself acting to raise protected disclosures to the respondent.

96. Accordingly, it is my conclusion that this did not amount to a protected disclosure under section 43B(1) of ERA.

Failure to follow health and safety procedures

97. This is a very broad accusation, and beyond the terms of what was said above, it is very difficult to establish precisely what the claimant was complaining about. So far as can be determined, the claimant's complaints were that staff were turning up late from time to time, that he did not have the rota in advance of shifts so he could work out who would be where and when, that some staff turned up without proper uniforms, that some staff were allowing banned groups or individuals to enter the venue and that health and safety was being endangered.

98. In my judgment, these were all management matters which were of importance to the claimant, and about which he was plainly dissatisfied, but they did not rise to the level of protected disclosures as they were too vague and general, and related to matters for which he was primarily responsible. He has not demonstrated the extent to which he reasonably believed that these were matters in the public interest.

99. Accordingly, I do not find that this amounted to a protected disclosure under section 43B(1) of ERA.

Failure to schedule requested levels to ensure venue and staff safety

100. This is understood, in very general terms, to relate to staffing levels which the claimant considered to be necessary in order to ensure that the stewarding of the venue could be properly carried out by the respondent. There is no doubt that the claimant was engaging with senior management about the manner in which the rota was set out and determined, and the difficulties which arose from him in carrying out the role he was charged to perform.

101. Again, it is unclear on what basis the claimant asserts this very general allegation to amount to a disclosure of information tending to show a breach of a legal obligation or a concern relating to health and safety. It is clear that if a venue is not sufficiently well staffed, risks may arise to staff and customers there because there are not enough staff on duty at the

material time. The claimant does not make an allegation in relation to a particular risk which arose on a particular occasion.

102. What the claimant is doing here is raising matters with management which are of concern to any business, namely what staffing levels were rota'ed on any day, but this was a matter of normal discourse in a business which relies upon people to be present in a particular location at particular times in order to do its job. It is clear that these conversations were regularly conducted with management, and solutions were sought.

103. It is not my view that the claimant's allegations or conversations amounted to protected disclosures of information tending to show any breaches of legal obligations or giving rise to health and safety concerns.

104. Accordingly, I am not persuaded that this amounted to a protected disclosure in terms of section 43B(1) of ERA.

105. Having considered whether protected disclosures were raised by the claimant, it is appropriate to move to consider the next aspect of the case, namely whether the detriments alleged by the claimant arose as a result of having made protected disclosures.

106. That requires consideration of whether or not the acts alleged by the claimant amounted to detriments, and if so, whether they arose because he had raised protected disclosures.

107. The detriments relied upon by the claimant were:

a. Being subjected to a disciplinary investigation on claims which were “false and unsubstantiated”;

b. Being subjected to allegations of gross misconduct after years of service without formal performance concerns;

c. The respondent's failure to provide him with copies of the weekly rota in advance;

d. The inaccurate notes of the investigatory meeting produced by Ms Gallon;

e. The delay in dealing with the claimant's grievance and producing an outcome.

108. The claimant maintains, as he must, that these detriments were visited upon him because he presented the disclosures to the respondent. In particular, he suggests that since he had made critical comments about Mr

Meldrum, Mr Meldrum was concerned to retaliate against him on a personal basis.

109. I address each of the alleged detriments in turn:

Subjected to Disciplinary investigation

110. After the claimant had raised concerns in his email of 20 October, the claimant was invited to an investigatory meeting by email of 28 October 2026, from Mr McLean, in which the following allegations were identified:

- *"Regularly badmouthing Granite Elite Ltd and its Directors thus potentially having a negative impact on the business and bringing the company into disrepute.*
- *Failing to comply with reasonable management instructions which include signing in for shifts using the company's designated attendance system.*
- *Failure to comply with the company anti bullying policy where you abused a member of Senior Management, calling them a 'Spastic'.*
- *Verbally abusing another member of staff outside Jamjar whilst on Shift representing Granite Elite potentially having a negative impact on the business and bringing the company into disrepute.*
- *Poor and unprofessional attitude, tone & manner when communicating with Operations & Senior Management both Verbally & Mentally."*

111. A subsequent email was sent to the claimant altering the specific allegations against him, by Ms Gallon on 3 November 2025:

- *"Allegations of the use of inappropriate language in relation to members of the Senior Leadership team*
- *Failure to follow reasonable management instructions*
- *Inappropriate language and verbal abuse of a fellow colleague*
- *Failure to report serious incidents in the required manner."*

112. There is no doubt that the claimant was upset and offended that he had been accused of inappropriate behaviour, and also that the allegations were changed from the first to the second letter.

113. In my view, being subjected to disciplinary action may be said to be a detriment: from the claimant's perspective it is clear that he regarded it as placing him at a disadvantage, and that he was concerned about his job security as a result of this.

114. Taking the allegations which were amended by Ms Gallon and relied upon her in her email to the claimant, the respondent relied upon the claimant as having, firstly, used inappropriate language in relation to members of the Senior Leadership team, and in particular Natalee McArthur and Craig Fraser. With regard to Craig Fraser, it was reported that the claimant had commented that his restraints didn't work and were useless; and with regard to Natalee McArthur, that her computer skills were very poor and he repeatedly referred to her as "spastic".

115. While the claimant denied these allegations, they were presented to the respondent and in my judgment it was entirely legitimate for them to investigate them. It should be borne in mind that even now, at the date of this Hearing, no outcome has been reached in relation to the disciplinary process, due to the ongoing grievance and Tribunal proceedings.

116. It was alleged that the claimant had failed to follow reasonable management instructions, which was said to relate to the claimant having either left a shift or not turned up for a shift without good reason. Again, the claimant denied this but it amounts to a serious allegation worthy of investigation.

117. The inappropriate language and verbal abuse of a fellow colleague arose from an email which was sent by a colleague named John Webster on 26 September 2025, in which he alleged that the claimant had *"made numerous comments like 'you are a squint-eyed faggot', 'fat cunt' over and over".*

118. The claimant vehemently, and with some emotion, denied these allegations before the Tribunal, and in the investigation meeting. However, it is important to note two points: firstly, the email alleging this conduct came on 26 September 2025, some time before the first alleged disclosure on 20 October, and therefore cannot amount to a matter arising as a result of the disclosure; and secondly, the allegations came from a colleague and amounted to serious allegations of inappropriate language by the claimant. In my judgment, the respondent had an obligation to investigate this email.

119. What concerned the claimant was that so far as he was concerned no action was taken on the email before he raised his disclosure, and therefore it followed that action was only raised against him because he had done so.

120. In my judgment, this argument is fruitless. The timing of the investigation may arise after the alleged disclosures, but in my view, the respondent required, at whatever stage, to investigate the allegations made due to their seriousness.

121. I should make clear that I draw no conclusion as to whether or not the allegations should be upheld: that is no part of the Tribunal's role here. The employer has not yet reached a conclusion on that matter, and therefore it remains open for them to deal with it. The question is whether the investigation itself only arose as a result of the claimant's disclosure, and in my judgment, it did not: it arose because of the seriousness of the allegation which required to be investigated.

122. It was investigated within a month, as required by the respondent's own policy, and it is not my conclusion on the evidence that the respondent only raised this, when they were otherwise not intending to do so, because of the disclosures.

123. The fourth allegation was that he had not reported a serious incident – described by the claimant as a medical emergency – had occurred on 19 October 2025. The respondent's position was that company policy was not followed in that case. The claimant's response was that he believed he had acted appropriately.

124. Again, in my view, this was a potentially important issue of procedure which required to be considered by the respondent.

125. In my judgment, these matters were raised quite properly in a disciplinary context by the respondent, on the basis of the seriousness of the issues concerned. Mr McLean gave clear evidence before me that he raised these matters after consulting with HR and due to the issues which had come before him. Ms Gallon did not give evidence, but the terms of her correspondence when she took the matter over were clear.

126. While taking disciplinary action against the claimant may have amounted to a detriment, it is my judgment that this did not take place because of his having raised a protected disclosure. In the first instance, no protected disclosure was made by the claimant, and in the second, the respondent had ample justification for raising each of the allegations with the claimant when they did, due to the serious nature of what had been said about the claimant.

127. Mr Meldrum was questioned in evidence about what the claimant described as an act of retaliation against him because of the complaints that the claimant had made and would continue to make against Mr Meldrum's management. My assessment of Mr Meldrum was that while he was unimpressed by the criticisms made, he was calm and straightforward in his evidence, and I was prepared to accept his evidence that he took no adverse action against the claimant as a result of the concerns he was

raising with him. it was clear that Mr Meldrum did not take the claimant's criticisms personally and approached the matter in a professional manner.

Being subjected to allegations of gross misconduct after years without performance concerns

128. The claimant considered that being subjected to allegations of gross misconduct (which I have already found may be seen as a detriment) in the context of a clear record amounted to a detriment as a result of having made protected disclosures.

129. In my judgment, the claimant's claim is without any basis. the nature of the allegations meant that it was justifiable for the respondent to classify them as gross misconduct and carry out an investigation, regardless of the claimant's prior good performance (and presumably conduct). The question of the claimant's prior conduct and performance would arise in relation to any sanction to be imposed in the event that all or any of the allegations were upheld, but it has no bearing on whether or not the allegations themselves amounted to gross misconduct.

130. Accordingly, this did not amount to a detriment on the grounds of having made protected disclosures, partly because no such protected disclosures were made and partly, in any event, because the respondent was amply entitled to carry out an investigation into such allegations due to their seriousness.

Failure to provide the claimant with weekly rotas

131. The claimant's complaint here is that there had been an agreement with Mr Meldrum that rotas should be provided in advance, and that after he made his concerns known, the rotas were no longer provided to him in advance.

132. In my judgment, this does not amount to a detriment at all, far less one arising because of making protected disclosures. This was a minor disagreement between managers, of little general importance. The rota was still in place, and staff continued to be allocated to the different venues where services were provided. The claimant may well be justified in his irritation that he was no longer seeing the rotas in advance, but in my judgment this does not amount to a detriment on the basis that it did not cause him personal disadvantage of any substance.

133. In any event, since no protected disclosures were made by the claimant, this did not arise as a result of his having done so.

The provision of inaccurate notes from the investigation meeting

134. The claimant made a great deal of the provision of notes he regarded as inaccurate from the investigation meeting by Ms Gallon, but, more than that, sent several messages to Ms Gallon asking why the notes were inaccurate.

135. In the experience of the Tribunal, this is a familiar refrain between an employer and an employee under investigation, where a disagreement arises as to the accuracy of notes from a meeting or a hearing. It is not unusual for an employer to be asked to amend notes. In this case, Ms Gallon was, in my judgment, very amenable, and believed that she had accommodated the claimant by incorporating his suggested changes into the draft. The claimant, however, did not regard this as at all sufficient, and insisted that his changes were mere examples.

136. His persistent questioning of the motivation of Ms Gallon, in the face of what appeared to me to be an entirely reasonable and moderate response, was hostile and unfair. There was no basis in evidence before me for the claimant's suspicion that the notes were deliberately inaccurate, and the response of Ms Gallon to the claimant's initial criticisms was reasonable and helpful.

137. In my judgment, no detriment arose to the claimant here. The notes were corrected, and Ms Gallon expressed a willingness to adjust them further, but the correspondence reached a full stop when the grievance was raised.

138. Accordingly, no detriment arose to the claimant, and in any event, it did not arise as a result of having raised protected disclosures.

The delay in the grievance process

139. The claimant complains that the respondent delayed dealing with the grievance, as it had the original concerns raised by him, and took disciplinary action against him in order to delay that process.

140. In my judgment, there is no evidence that the grievance was deliberately delayed by the respondent in this case. it took some time to reach an outcome, partly due to the substance of the grievance and the requirement to investigate and reach conclusions about it, and partly due to the outstanding appeal hearing, which has never yet taken place. It appears that the reason for this is partly because the claimant was not prepared to agree to attend an appeal hearing, but more particularly because he moved to contact ACAS and thereafter raise Employment Tribunal proceedings. It is hardly surprising in those circumstances that the respondent has chosen to leave the internal processes in abeyance while these proceedings conclude.

141. Accordingly, I do not consider a detriment to have arisen to the claimant in this regard, nor that it was caused, if it were a detriment, by the claimant having raised protected disclosures.

Conclusion

142. It is therefore my conclusion that the claimant's claims against the respondent all fail, and are dismissed.

Date sent to Parties: 28 August 2026