



EMPLOYMENT TRIBUNALS

Claimant: Miss J Ebdy

Respondent: RPC Land & New Homes Limited

Heard at: London South Employment Tribunal

On: 1, 2, 3 September 2026

Before: Employment Judge T Perry

Representation

Claimant: Mr J Megarry (Counsel)

Respondent: Mr B Williams (Counsel)

RESERVED JUDGMENT

The Claimant's claims of unfair and wrongful dismissal are dismissed.

FULL REASONS

Introduction

1. The Tribunal was provided with a bundle of documents running to 581 pages.
2. The Claimant and her neighbour, Mr Thrupp, gave evidence from written witness statements. For the Respondent, Mr Peter Bowden (Managing Director), Mrs Elaine Bowden (Director), and Mrs Julia Price (Marketing and Sales Consultant) gave evidence from written witness statements.
3. Both counsel made oral submissions.

The issues

4. At the start of the hearing, I was provided with a list of the alleged breaches of

the implied term of trust and confidence, which is appended to this Judgment. These corresponded to paragraphs 11 – 19 and 22- 25 of the Claimant's particulars of claim. Those particulars identified three implied terms said to have been breached but it is clear that they are relied on effectively as aspects of the implied term of trust and confidence. One alleged breach on the list was clarified as essentially the consequences of a breach rather than a breach itself. This is shown as a deleted paragraph in the attached table.

5. The scope of the wrongful dismissal claim was clarified. This claim relates to the fact that the Claimant, if dismissed, was due longer notice than she gave when resigning. It is a claim that will stand or fall on whether the Claimant was dismissed or resigned.
6. No adjustments were said to be required for anyone at the start of the hearing. However, it became clear during the Claimant's evidence that she was struggling to remember some of the underlying facts in the case. Whilst I was satisfied that she had capacity to conduct litigation, Mr Megarry was allowed to be in the room with the Claimant during her cross examination as an adjustment to reduce her evident anxiety. The Claimant was offered regular breaks throughout her cross examination.

The facts

7. The Respondent is a company specialising in the sale of land and new homes across the South East.
8. The Claimant started in December 2008 as Accounts Manager. At the time the Respondent was called Randall Pike & Cargan Limited. The Claimant was based in the Respondent's Maidstone office.
9. In 2011 the Respondent changed to its current name.
10. In mid 2015 the Claimant moved to the Respondent's Tonbridge office.
11. In 2021 the Respondent's Maidstone office closed.
12. Around the end of 2022 the Respondent's Rochester office closed. The building was let to new tenants in around April 2023.
13. In March 2023 Mrs Bowden joined the Respondent.
14. Before the summer/autumn of 2023 there were no issues with the Claimant's performance.
15. It appears that by July 2023 debt collectors on behalf of Culligan (UK) Limited,

were contacting the Respondent about an outstanding balance in relation to the supply of drinking water. This related in part to the Respondent's Maidstone office, which had been closed for a while. The Claimant asked Mrs Bowden to assist her with this matter, which she agreed to do.

16. On 8 August 2023 the Claimant processed a payment or payments to cover the balance due to Culligans. However, Culligans continued to chase the balance, claiming no payment had been made including by letters on 22 August 2023 and 22 September 2023.
17. By 17 October 2023, Culligans wrote to apologise that there had been an error resulting in the allocation of payments to an account believed by the Respondent to be closed and that funds had now been reassigned. Ultimately, the account at Culligans was closed.
18. By October 2023, there also appeared to be an issue with invoices from a waste water supplier, Business Stream, which were showing balances not being paid and mounting up over the course of 2023. Another supplier, Castle Water, sent a letter on 4 October 2023 regarding an outstanding balance. Mrs Bowden again became involved in trying to understand what was going on.
19. In October 2023 the Claimant was given a pay rise.
20. At a board meeting on 6 November 2023, the directors agreed to restructure the Tonbridge office with the "Land Team" downstairs and "Sales progression/admin team" (including the Claimant) on the first floor. The Claimant was moved to a new office on the first floor soon after. This office was occasionally used as a meeting room. It had a window that did not easily open. On the first floor landing there was a kettle for a tea station and a smart meter. I do not accept either that there was a health and safety issue with the landing or that the Claimant's office was full of junk. The Claimant did not complain of a health and safety risk at the time.
21. On the morning of 11 December 2023, the Claimant claims to have overheard Mrs Bowden shouting and swearing about payments due to Culligans. The Claimant in her witness statement says she called Mrs Bowden to suggest that the Claimant should deal with this matter and that Mrs Bowden hung up on her. Mrs Bowden admits there was a conversation that morning during which she was shouting but says this was with her son and unrelated to the business. Mrs Bowden denies having any phone call with the Claimant or hanging up on her.

22. On 11 December 2023 Mrs Bowden spoke by phone to Business Stream, who confirmed the accounts were up to date with a zero balance. Business Stream confirmed this conversation in an email of the same date, which Mrs Bowden forwarded to Mr Bowden and the Claimant.
23. Later that afternoon, Mr Bowden emailed the Claimant raising concerns that payments were not being correctly identified by suppliers and asking that, going forward, all remittances should contain the Respondent's business ID and the individual invoice number. Mr Bowden also mentioned that there was also an issue with the Business Stream account being in the Respondent's old name.
24. On the basis that there clearly was a call with a supplier that day, I accept the Claimant's evidence that she overheard a phone call from Mrs Bowden regarding supplier contracts. However, I think it unlikely that the Claimant overheard shouting or swearing on that call. I find that the Claimant is confusing the shouting with the separate discussion between Mrs Bowden and her son, which also took place on that day. I prefer Mrs Bowden's evidence that the Claimant did not call her to suggest that the Claimant deal with the suppliers going forward. I do not accept that Mrs Bowden hung up on the Claimant. I prefer Mrs Bowden's evidence on this point.
25. On 12 December 2023, Mr Bowden and Graeme Dowd met with the Claimant to raise concerns about the recent issues with suppliers. The Claimant says they barged into her office and made unwarranted and unreasonable allegations of negligence against her. Mr Bowden says they knocked on the door, did not accuse the Claimant of negligence but rather were trying to see how they could help the Claimant to ensure that issues did not recur. Mr Bowden described the Claimant as angry, hostile and evasive. On balance, I prefer Mr Bowden's version of events in relation to this meeting. It is a version that is consistent with the Respondent never following any formal performance management process with the Claimant. Moreover, I accept Mr Bowden's evidence that he respected the Claimant as a longstanding colleague and that he was trying to see whether there might be some other cause for the Claimant to have taken her eye off the ball, which was how he perceived the situation at the time. His description of the Claimant as reluctant to accept fault is also consistent with how the Claimant advances her case before the Tribunal and how she presented as a witness (although I place only minimal weight on this

last point given the stress involved in a Tribunal hearing).

26. The Claimant says there were further challenges to her work during the following week and a bit before the Christmas break. Other than in relation to 19 December 2023, I have been provided with very little information regarding these incidents but I accept that there may have been occasional queries regarding the Claimant's work. There is no basis for me to find that these were anything other than appropriate and business as usual.
27. There was a further meeting between the Claimant, Mr Bowden and Graeme Dowd on 19 December 2023. It is clear from a follow up email [190] and a note the Claimant printed off [200] that there was a discussion of the process relating to remittance advices and issues with suppliers. During this meeting suggestions were made to pay expenses and creditor payments on a monthly basis to help the Claimant. The Claimant was asked to and did provide to Mr Bowden six months' remittances regarding the water companies. Mr Bowden says that the Claimant was generally irritable but pleased with the proposed changes to process. For the reasons given above in relation to 12 December 2023, I accept Mr Bowden's version of both his and the Claimant's conduct in this meeting.
28. The meetings with the Claimant in December 2023 are referred to in the minutes of the board meeting on 20 December 2023 [202].
29. On 21 December 2023 Mr Bowden dismissed Sue Parkinson, who was a returning member of staff on her probation period. Ms Parkinson was a friend of the Claimant and I find that this dismissal weighed heavily on the Claimant, who was by this point concerned that she might be dismissed. I find that this fear was totally mistaken.
30. On 21 December 2023 Mr Bowden emailed the Claimant "Let's catch up in the new year when you have all the remittance copies and we can have a further catch up." I find this was the only communication (verbal or in writing) setting up a meeting that day. I do not accept that Mr Bowden said to the Claimant "just show up". There was nothing unusual about the message. In the context of Ms Parkinson's dismissal, the Claimant may have interpreted this message as something more than it was but that was neither Mr Bowden's intention nor was it reasonable for the Claimant to interpret this as anything other than expressing a vague intention to catch up after the holiday break.

31. The Claimant had provided Mr Bowden with a file containing remittances. There was an apparent disagreement between them about whether all remittances for all accounts were in the file. Mr Bowden picked up the exchange on 8 January 2024 when he suggested they meet “after my meeting on Thursday or alternatively on Monday [the 15th].” No time or date was specifically set for this meeting. I do not accept that the meeting was delayed or rescheduled as alleged by the Claimant.
32. On 8 January 2024 the Claimant noticed Business Stream remittances had been deleted from Sage. The Claimant reinstated these the following day with assistance from Sage over the phone. The Claimant suspects that the Respondent played a role in these being deleted. However, there is no evidence for me to agree with that suspicion. It is far more likely that either the Claimant accidentally deleted them or that they were somehow automatically removed by the system. It shows a degree of paranoia on the Claimant’s part that she concluded the Respondent was at fault.
33. The Claimant met with Mr Bowden on 15 January 2024. The Claimant describes this meeting as her being accused of errors and berated for over an hour. Mr Bowden says the Claimant was dismissive and goading of him. It is accepted that Mr Bowden said out of frustration “Julia, I am the fucking MD” and that he immediately apologised. The Claimant alleges he walked around to the Claimant’s side of the table and slammed his hand down when saying this. Mr Bowden denies this and says he remained seated and put his hands down on the table in frustration. I do not find that Mr Bowden stood up or walked around near to the Claimant. That would be inconsistent with a momentary loss of calm for which he apologised. I do find that when he brought his hands down to the table they made a noise, which the Claimant interpreted as slamming and Mr Bowden says was less than that. That is a matter of interpretation and labelling that I do not have to determine. I find that the meeting continued for a while after this incident.
34. The Claimant continued to work for two weeks and did not raise any concern about the conduct of the meeting.
35. On 29 January 2024 the Claimant was signed off work sick. Before leaving, she left a file on Mr Bowden’s desk for payments due to HMRC including relevant back up paperwork.

36. The following day 30 January 2024, the Claimant attended the office to hand in her fit note in person. The Claimant was accompanied by her neighbour, Mr Thripp. The Claimant alleges Mr Bowden waved the HMRC file at the Claimant and said “no back up paperwork”. The Claimant draws from this that Mr Bowden had removed that paperwork in an attempt to undermine her. Mr Bowden denies this. Mr Thripp, who the Claimant says was in the room at the time (as he apparently handed the fit note to Mr Bowden) makes no mention of this in his witness statement. On that basis, I find that this incident did not happen. If it had, it is inconceivable that Mr Thripp would not have mentioned it in his statement.
37. Whilst the Claimant was on sick leave, the Respondent engaged a payroll company to manage payroll and payment of expenses and creditors. During this period, further issues came to light including that a direct debit authorisation had not been processed leading to arrears of £500 for a supplier [210].
38. On 7 February 2024, the Respondent’s directors held an “accounting practices and systems investigation meeting” regarding issues with several suppliers and other payroll and payment issues. This is not something that the Claimant was aware of before she resigned.
39. On 8 March 2024 the Claimant submitted a grievance (having been invited to do so by the Respondent on 1 March 2024). The Claimant made a flexible working request. The letter was similar in content to the claim form (as it relates to the period before this date) but also included references to whistleblowing, age discrimination and constructive dismissal.
40. The Claimant returned to work on 11 March 2024. After her return to work, the Claimant was moved back to an office on the ground floor. The Claimant was looking for her memory stick. I do not accept the Claimant’s allegation that Mrs Bowden responded to this by saying that the Claimant was accusing them all of stealing. I accept Mrs Bowden’s evidence that she had a history of friendship with the Claimant and do not consider it likely that she would have said this.
41. The Respondent agreed to the flexible working request on 12 March 2024.
42. The Claimant attended work on 22 March 2024. A grievance hearing had been arranged with the Mrs Julia Price but the Claimant was unaware of this and claimed not to have been invited. The Claimant became angry. The Respondent offered to postpone the hearing but, once the Claimant was shown

that she had been invited, she went home to get her notes and was prepared to attend the hearing.

43. The Claimant did then attend a grievance hearing with Mrs Price later on 22 March 2024. Although no contemporaneous notes were provided to the Tribunal, I consider the sections of the later grievance outcome letter in black text, provide an accurate note of what was discussed at this meeting. This records at several points Mrs Price giving her own recollection of events she had witnessed and, at points, either probing or pushing back on certain statements the Claimant had made (notably reminding the Claimant on [540] that Mr Bowden had immediately apologised after swearing). There is nothing in these exchanges that is inappropriate or shows predetermination of the Claimant's grievance. I do not accept the Claimant's suggestion that Mrs Price was cutting her short or talking over her or that Mrs Price made any intimidating comments.
44. I do not accept that before the grievance hearing Mrs Bowden made a comment in front of Mr Bowden and Mrs Price to the Claimant that "you have brought all of this on yourself." All three of Mr Bowden, Mrs Bowden and Mrs Price deny hearing this comment. The weight of evidence suggests this was not said.
45. On 25 March 2024, the Claimant arrived and entered the right numbers to deactivate the office alarm but in the wrong order. The Claimant accused Mrs Bowden of having changed the code for the alarm. This, again, shows a degree of paranoia on the Claimant's part.
46. On 25 March 2024, the Claimant alleges that she overheard Mrs Bowden saying to Mr Bowden that the Claimant had not updated her salary programme and that she doubted the Claimant had ever run an update on Sage. The context of this is that the payroll company that had been covering for the Claimant during her absence, had identified that an update was required and had left a note to the Claimant saying she should run this update. I do not accept the Claimant's evidence that this comment was said. Unfortunately, at this point, I consider the Claimant to be an unreliable historian due to her evident animus against the Respondent.
47. There was a further meeting between the Claimant, Mr Bowden and Mr Dowd on 27 March 2024. This was to raise concerns that colleagues had with the Claimant's behaviour towards colleagues since her return to work at the start

of the month. The Claimant accused Mr Bowden and Mr Dowd of raising false allegations against her as part of a plan to dismiss her and said she felt she was being bullied by two men. Mr Bowden says and I accept that the Claimant was talking over him and Mr Dowd. I consider it likely the Claimant mentioned that she felt she had a backlog of work but I do not accept that Mr Dowd said in response “what do you expect if you don’t turn up for 6 weeks.” I think it unlikely this was said because the Respondent did not accept there was a backlog given the Claimant’s duties had been covered in her absence. I also prefer Mr Bowden’s evidence on this point over the Claimant’s due to her overall lack of credibility as a historian.

48. The Claimant resigned on 31 March 2024. The Claimant gave one month’s notice. In the end, the Claimant was paid in lieu of notice.

The Law

49. The approach to constructive dismissal is set out by Lord Denning in **Western Excavating (ECC) Ltd v Sharp** [1978] 1 All ER 713 CA in which he defined constructive dismissal as follows:

“If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment; or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract; then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer’s conduct. He is constructively dismissed.”

50. The guidance given for deciding if there has been a breach of the implied term of trust and confidence is set out in **Malik v Bank of Credit and Commerce International SA** [1997] ICR 606 where Lord Steyn said that an employer shall not:

“... without reasonable and proper cause, conduct itself in a manner calculated (or) likely to destroy or seriously damage the relationship of confidence and trust between employer and employee.”

51. A fundamental breach must play a part in resignation but need not be the only effective cause **Wright v North Ayrshire Council** [2014] IRLR 4.

52. Underhill LJ in the Court of Appeal in **Kaur v Leeds Teaching Hospital NHS Trust** [2019] ICR 1 gave the following guidance:

'I am concerned that the foregoing paragraphs may make the law in this area seem complicated and full of traps for the unwary. I do not believe that that is so. In the normal case where an employee claims to have been constructively dismissed it is sufficient for a tribunal to ask itself the following questions:

(1) What was the most recent act (or omission) on the part of the employer which the employee says caused, or triggered, his or her resignation?

(2) Has he or she affirmed the contract since that act?

(3) If not, was that act (or omission) by itself a repudiatory breach of contract?

(4) If not, was it nevertheless a part (applying the approach explained in Omilaju) of a course of conduct comprising several acts and omissions which, viewed cumulatively, amounted to a repudiatory breach of the Malik term? (If it was, there is no need for any separate consideration of a possible previous affirmation, for the reason given at the end of para [45] above.)

(5) Did the employee resign in response (or partly in response) to that breach?

None of those questions is conceptually problematic, though of course answering them in the circumstances of a particular case may not be easy.'

53. HHJ Auerbach in the EAT in **Williams v Governing Body of Alderman Davies Church in Wales Primary School** [2020] IRLR 589 added an important extra stage to the five questions in **Kaur** at para 33

"As I understand it the parenthetical 'if it was' following question four, conveys that it is an affirmative answer to that question that will also take the Tribunal to question five. However, what if the answer to question four is 'no'? That is the scenario with which this ground of appeal in the present case is concerned. The answer is, that if the most recent conduct was not capable of contributing something to a breach of the Malik term, then the Tribunal may need to go on to consider whether the earlier conduct itself entailed a breach of the Malik term,

has not since been affirmed, and contributed to the decision to resign.”

54. S95 Employment Rights Act 1996 (ERA) in so far as it is relevant says

95Circumstances in which an employee is dismissed.

(1)For the purposes of this Part an employee is dismissed by his employer if (and, subject to subsection (2) F1. . . , only if)—

...

(c)the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer’s conduct.

55. S98 ERA in so far as it is relevant says

98General.

(1)In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—

(a)the reason (or, if more than one, the principal reason) for the dismissal, and

(b)that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.

(2)A reason falls within this subsection if it—

(a)relates to the capability or qualifications of the employee for performing work of the kind which he was employed by the employer to do,

(b)relates to the conduct of the employee,

(c)is that the employee was redundant, or

(d)is that the employee could not continue to work in the position which he held without contravention (either on his part or on that of his employer) of a duty or restriction imposed by or under an enactment.

Conclusions

56. I consider that nothing that was said or done on 27 March 2024 amounted to a breach of the implied term or was even capable of contributing to a breach of the implied term. The Respondent was justified in raising concerns with the

Claimant about her attitude towards her colleagues. An example of this is the allegation on 25 March 2024 that the Respondent had changed the alarm code when the Claimant had simply entered the correct numbers in the wrong order. I find that the Claimant was, at least by the time of her return to work in March 2024 paranoid that her employer was trying to dismiss her and distrusting and hostile towards her colleagues as a result. There was reasonable and proper cause to raise this with the Claimant. The specific comment about “what do you expect if you don’t show up for 6 weeks” was not said.

57. I do not accept the comment about failure to update Sage was made as alleged or at all. Therefore, this was not a breach of the implied term nor was it even capable of contributing to a breach of the implied term.
58. I do not accept that the conduct of the grievance hearing on 22 March 2024 (or indeed any other feature of the grievance process including the decision to appoint Mrs Price to conduct the grievance) was a breach of the implied term (or any separate implied term about providing redress for grievances) or was even capable of contributing to a breach of any implied term. Mrs Price was more independent than anyone else at the Respondent. Her conduct of the grievance hearing was entirely appropriate and showed no evidence of predetermined thinking (beyond matters she had witnessed herself).
59. I do not accept the comment about “you have brought all of this on yourself” was said. Clearly this was not a breach of the implied term nor was it even capable of contributing to a breach of the implied term.
60. I do not accept the comment about “no back up paperwork” was said on 30 January 2024. Clearly this was not a breach of the implied term nor was it even capable of contributing to a breach of the implied term. More generally, I do not accept that the Respondent was deleting files, removing paperwork or otherwise working to sabotage the Claimant’s employment. There is no evidence supporting this allegation.
61. Mr Bowden’s conduct on 15 January 2024 was not a breach of the implied term of trust and confidence. Regrettable as it was for him to express his frustration including by swearing in that manner (especially towards a colleague of the Claimant’s age and sex) it does not reach the level of conduct likely to destroy or seriously damage trust and confidence. Put simply, it is conduct that does from time to time happen in workplaces and this one instance did not amount

to a repudiatory breach in my view. It was not calculated to or likely to seriously damage trust and confidence, which is the high bar required to be reached. That said, this is clearly conduct that is capable of contributing to a cumulative breach of the implied term.

62. I do not accept that anything about the scheduling of the meeting on 15 January 2024 was itself a breach of the implied term nor was it even capable of contributing to a breach of the implied term. The scheduling of this meeting was entirely unremarkable.
63. I do not accept that anything about the meetings on 12 and 19 December 2023 was a breach of the implied term nor was it even capable of contributing to a breach of the implied term (or that there was any kind of wider ongoing hostility by the Respondent). The Respondent had reasonable and proper cause to act in the way it did. A number of issues had arisen with suppliers and payments not being recorded correctly, which it had taken significant management time to resolve. These matters were not raised with the Claimant as formal performance issues or negligence. They were raised informally and with a view to understanding how issues could be avoided going forward. Even if the Claimant is right that she bore no responsibility for the underlying issues, the Respondent had reasonable and proper cause to explore the issue with her in the way it did given there were ongoing issues in December 2023 (and some uncertainty in Mr Bowden's mind – even if mistaken - over whether the Claimant's remittances had played any part in earlier issues). Although the investigation into matters developed and widened after the Claimant went off sick, performance issues relating to these matters were not raised with the Claimant again.
64. Based on my findings of fact, I do not accept that anything said or done by Mrs Bowden on 11 December 2023 was a breach of the implied term nor was it even capable of contributing to a breach of the implied term.
65. I do not consider that the Claimant's office move in November 2023 was a breach of the implied term nor was it even capable of contributing to a breach of the implied term. The Respondent had reasonable and proper cause to move the Claimant's office. I do not consider that the state of the office was such as to contribute anything to a breach of the implied term. There is no evidence before me that the situation was unsafe.

66. Finally and generally, I do not consider that the Respondent made false and artificial complaints about the Claimant at any point nor did it contrive to terminate the Claimant's employment without proper procedure or otherwise force her to resign or retire (including creating a toxic working environment).
67. There being only one matter capable of contributing to a breach (but not in itself being one), the Respondent was not in breach of the implied term. It follows that the Claimant resigned and was not dismissed. There being no dismissal, the Claimant's unfair dismissal claim fails. On the facts, it also follows that the Claimant's wrongful dismissal claim fails. Both claims are dismissed.

Approved by:

Employment Judge T Perry

7 September 2026

Notes

All judgments (apart from judgments under Rule 51) and any written full reasons for judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimant(s) and respondent(s).

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. 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:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions

LIST OF ASSERTED BREACHES OF THE CLAIMANT'S CONTRACT

1. The Claimant brings claims of constructive unfair and wrongful dismissal.
2. The Claimant relies on the term implied into her contract of employment that the Respondent would not, without reasonable and proper cause, conduct itself in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between employer and employee (GOC, paras 5 and 28).
3. The Claimant contends that, viewed objectively, the following conduct, individually and/or collectively, amounted to a breach of the implied term as to trust and confidence and a repudiatory breach of her employment contract:

Date	Conduct	Reference
Autumn 2023- March 2024	R, and PB and EB in particular, subjected C to false and artificial complaints about her performance at work and created a hostile and toxic working environment.	Para. 11
November 2023	R relocated C to an upstairs office which was not clean, filled with 'junk' and had a dirty window that was painted shut.	Para 12
11 December 2023	EB was shouting and using abusive language relating to C's work with Culligan Water. When C	Para. 13

	called her to explain the situation, EB abruptly hung up the phone.	
12 December 2023	PB and GD challenged C's work and made unwarranted and unreasonable allegations, including of negligence.	Para 14
21 December 2023	PB invited C to attend an unspecified meeting in the new year, leading to stress and anxiety for C over the Christmas break.	Para. 15
January 2023	PB rescheduled the meeting with C and continued to omit to inform her of the nature of the meeting.	Para. 16
15 January 2023	PB kept C waiting all day for the meeting and commenced it at the end of the day. He made unwarranted allegations and became angry.	Para. 17
15 January 2023	During the meeting, and in anger, PB walked to C's side of the table, slammed his fist down and said, <i>'Julia I am your fucking MD'</i> .	Para. 17
January 2023	Ongoing hostility by R and PB led to C developing anxiety, physical symptoms and stress, leading to time off work	Para.18-19.
<u>30 January 2023</u>	<u>When JT and JE came into the office to hand over JE's sicknote, PB wrongly criticised JE for not having 'back up paperwork'</u>	<u>WS/JE, para. 39</u>
22 March 2024	Prior to the grievance meeting, EB shouted at C <i>'you have brought all of this upon yourself'</i> .	Para 22
March 2024	R failed to carry out a fair and impartial investigation of C's grievance, including at the grievance meeting chaired by JP.	Para. 25

25 March 2024	EB wrongly accused C of having failed to update the Sage salary programme across her 15 years working for R.	Para. 23
27 March 2024	In meeting, with PB, GD, and C, C was interrogated about the backlog of work created by her absence. GD said <i>'well, what do you expect if you don't show up for 6 weeks'</i> .	Para 24
October 2023- March 2024	By its conduct, R deliberately contrived to terminate C's employment without proper procedure, and attempted to force her to retire/resign/otherwise cease to work for the company.	Para. 25