



EMPLOYMENT TRIBUNALS

Claimant: Mr Steven Williams

Respondent: Koala Klub1 Ltd

Heard at: London South Croydon in Public by CVP

On: 4 September 2026

Before: Employment Judge Tsamados (sitting alone)

Representation

Claimant: In person

Respondent: Mr N Vanderwalt, Chief Executive

JUDGMENT ON APPLICATION FOR INTERIM RELIEF

The application for an order for interim relief under the Employment Rights Act 1996 section 128 is refused.

REASONS

Introduction

1. Under the Employment Rights Act 1996 ("ERA") section 128, where, inter alia, an employee brings a complaint of unfair dismissal by reason of making

a protected disclosure(s) s/he can make a claim to the Employment Tribunal for interim relief. Such a claim must be made within seven days of the effective date of termination and the ACAS Early Conciliation procedure does not have to be followed.

2. The Tribunal must then hold a hearing as soon as possible and can do so on at least seven days' notice. At the hearing the Tribunal will determine whether it is likely that the employee will succeed in his unfair dismissal case at the eventual hearing. If so, the Tribunal can make an order for interim relief, that is for reinstatement or re-engagement, if the respondent employer agrees or, if not, for a continuation of contract order.

The application

3. The claimant has submitted a claim form which was received on 3 August 2026 which contains an application for interim relief. This states that he was employed by the respondent from 20 July to 31 July 2026 as a Summer Camp Manager. The application was therefore brought within the time limit set out in ERA 1996 section 128(4).
4. The interim relief application was served on the respondent at the address provided by the claimant on 7 August 2026. On the same date notice of an interim relief hearing originally set for 19 August 2026 and Judge's directions for the hearing were sent to the parties.
5. Unfortunately, the address provided by the claimant was not the respondent's address. Indeed, he said at today's hearing that he had obtained it by way of a Google search. The respondent only found out about the application from the claimant directly and on making representations to the Tribunal, the hearing set for 19 August 2026 was vacated and arrangements were made to re-serve the application on the respondent at its registered office and by email.
6. The documentation was re-served on the parties on 24 August 2026 setting a further interim relief hearing for today. The respondent has had at least seven days notice of the hearing.
7. The respondent has provided a completed response form ET3 with accompanying grounds of resistance and a number of appendices. Mr Vanderwalt was concerned that having attempted to submit this to the Tribunal portal he was advised that it could not be accepted until the claim had been served.
8. I explained that so far all that had been served on the parties was the interim relief application. The actual claim would not be vetted and, if it met with the procedural requirements, accepted and served until after this hearing. At that stage, assuming the claim or part of it was accepted, notice of the claim would be sent to the parties and the respondent would be directed as to when and how to present its response.
9. I also advised the claimant that only his complaint of unfair dismissal was likely to be accepted and the other complaints which he appeared to be making of detrimental treatment because he made protected disclosures,

damages for breach of contract and/or unauthorised deductions from wages were unlikely to be accepted because he had not gone through the process of ACAS early conciliation before submitting the claim. He would be well advised to do this sooner rather than later given potential time limit issues.

10. Mr Vanderwalt also queried the status of the proceedings given that the claimant had issued them in the name "Koala klub, neil". I explained to him that this was a common issue that arose where claimants did not necessarily know the correct name of their employer.
11. By agreement I amended the respondent's name to "Koala Klub1 Ltd" and the address for service to 34 Mandarin Close, Stoke Bardolph, Nottingham NG14 5JQ, its registered office.
12. There is a considerable amount of inter partes' correspondence on the case file generated by the above matters. It has not helped that not all of the correspondence has been responded to. I explained to the parties that the Tribunal consists of the administration which is effectively the Tribunal's office and the judiciary which is the Tribunal's Judges. I further explained that the administration is overloaded with work given the volume of cases it deals with and not in a position to answer correspondence timeously and as a result matters requiring a judicial decision do not get referred to Judges in good time.

Documents

13. Unfortunately neither party has followed the Judge's directions original sent on 7 August 2026 and so I do not have a bundle of documents or written submissions. Instead, I have numerous documents from the Tribunal's electronic file which have been sent in a piecemeal manner either by way of direct application to the Tribunal portal or attached to emails. The respondent has also submitted an ET3 attaching a number of appendices. Whilst this has been sent prematurely I have nevertheless considered it.
14. However, I made it clear that many of these documents provided by both parties are more relevant to the substantive claim and the other claims that the claimant is bringing which are not matters that it is necessary for me to determine today. I have focused on those documents that appear relevant to the unfair dismissal complaint.

Summary

15. I do not make any findings of fact at this hearing but it is useful to summarise the claimant's claim under ERA 1996 section 103A, the parties' respective positions and, where appropriate, their submissions.
16. The claimant was employed by the respondent as a Summer Camp Manager from 20 to 31 July 2026. The respondent is a family-run business that provides school holiday childcare provision.
17. The claimant alleges that he made a series of protected disclosures verbally by phone and in writing by text between 31 July and 1 August 2026 raising critical health and safety and safeguarding concerns.

18. Whilst he has provided further information as requested by the Tribunal in the Judge's directions in his email of 10 August 2026, this does not sufficiently particularise the protected disclosures he has made in terms of the date of each, the method used for each, what exactly was said or written on each occasion and by reference to the documents he has provided.
19. However, for the purposes of this hearing, I believe that it is both proportionate and expedient not to make any further comments on whether or not these amount to protected disclosures but simply take it as read that they do and move on to the issue of whether the claimant was dismissed because of those disclosures.
20. The claimant's email of 10 August 2026 states:

"The dismissal was a direct & immediate retaliation - the text message time line prove that on the exact same day I refused to accept the dangerous staffing levels, the responded reply on text message & via phone conversation stating 'Best we leave it there'. He immediately said he will wipe my pre booked shifts from the active August rota schedule & tried to forcibly claim I was on a casual zero hours contract which is disproved by section 7 of my signed employment contract mandating 'One Week Notice'".
21. The respondent avers that the claimant was not dismissed but rather he went home due to childcare issues and then requested not to be put on the rota again. There is a text message to this effect but it is also clear that the claimant disputes this as can be seen from the text message exchange between him and Mr Vanderwalt.
22. The respondent further alleges that the claimant's subsequent conduct was consistent with his voluntary withdrawn from his role (at paragraph 4 of his grounds of resistance. In addition, the respondent states that it already had genuine concerns about the claimant's performance and from complaints received and management intervention commenced before the matters that the claimant relies upon as protected disclosures were raised.
23. I adjourned to read the documents and on recommencing the hearing I asked the parties if they had any submissions to make and directed them to focus on whether there was a dismissal and if there was what was the reason or the principal reason for the dismissal if there was more than one.
24. The claimant essentially relies on the telephone conversation that he had with Mr Vanderwalt on 31 August 2026 and the subsequent text messages sent that day.
25. The respondent essentially relies on its chronology of events; that there were performance issues and complaints about the claimant prior to 31 July 2026; Mr Vanderwalt's handwritten notes of the telephone conversation on 31 July 2026; the full exchange of texts provided by the claimant; that the claimant left the respondent's WhatsApp group where staff rotas were placed on that day; a rota showing that the claimant was still on the rota during the first week of August 2026; a review he left on Trustpilot stating that he had a lucky escape and can now enjoy his holiday now he is away from the madness.
26. From what I can piece together from the documents and submissions for the purposes of today is as follows. The claimant had already told the respondent

on 31 July 2026 that he had childcare difficulties that day and needed to leave the camp. He telephoned Mr Vanderwalt from home later that morning. He states that in that conversation he raised his protected disclosures, Mr Vanderwalt denied those matters amounted to actual concerns and he was told "let's leave it there" and taken off the rota. Mr Vanderwalt states that the claimant phoned to ask if he was the manager that day because another manager at the respondent's premises and he was told that he would be working alongside another manager but he needed to speak to him first regarding a complaint. Mr Vanderwalt's position is that the claimant left voluntarily and his subsequent behaviour supports this.

27. Mr Vanderwalt's handwritten notes of the conversation on the telephone on 31 July, as far as I can read them, set out at length the complaints that the respondent had about the claimant and that during the discussion the claimant raises his concerns (which he relies upon is his protected disclosures). In response, Mr Vanderwalt effectively denies that these are actual concerns. The notes end with the claimant saying he would not be coming back and would be reporting to the LADO (Local Authority Designated Officer for safeguarding matters).
28. The text messages are not dated but from the contents I assume they were sent on 31 July 2026 and they are not in chronological time order or necessarily complete.
29. Doing the best I can to put them in the order of their timings, the text messages give a mixed and perhaps incomplete view of their conversations:
 - a. The earliest of the texts (timed at 10.09 am) has Mr Vanderwalt telling the claimant that he has not accused him of anything and to "Go and enjoy your holiday away from the madness" (this seems to be quoting the claimant's Trustpilot review) and that if he needs to raise a safeguarding issue with the LADO he will inform him. The claimant then says "You said it's my mistakes, thats why you put me away from being a manager. See there you go again.. if thats the case I better call them now, i'm not being affected on my dbs (Disclosure and Barring Service check)";
 - b. The next exchange (timed at 10.23 am) appears to be where the claimant is seeking his lost pay until the end of August and says that he will wait a month (I assume to see if he gets paid for the period) and that Mr Vanderwalt told him "best we leave there and being understaffed". Mr Vanderwalt responds "You don't have to wait a month. I can categorically confirm we will not be paying anything other than the amount due";
 - c. In the afternoon (timed at 3.33 pm), in response to the claimant's concerns about days of pay that he has lost, Mr Vanderwalt's response is "What days pay have you lost? You went home today due to childcare issues. And then requested not to be put on the rota again". The claimant's response "I didn't request, u said its prob best". Mr Vanderwalt then replies that the claimant is on a zero hours contract and that the respondent has not released any further rotas and so they have not taken any work away from him. The claimant then replies "And telling me I can't do my job";

- d. In later messages (timed at 3.35 and 3.36 pm) there what appears to be discussion about the claimant's concerns (his protected disclosures) and equally Mr Vanderwalt's denials that these are actual concerns.

Relevant law

30. ERA 1996 section 103A provides that:

"an employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee made a protected disclosure."

31. For the purposes of an interim relief hearing, the issue under ERA 1996 section 129 is whether it appears to the Tribunal that it is likely that on determining the complaint that the reason or principal reason for the Claimant's dismissal was the making of a protected disclosure(s).
32. In order to determine "whether it is likely" the Claimant will succeed at a full hearing, the Employment Appeal Tribunal said in London City Airport v Chacko 2013 IRLR 610, that this requires the Tribunal to carry out an "expeditious summary assessment" as to how the matter appears on the material available, doing the best it can with the untested evidence advanced by each party. Clearly this involves less detailed scrutiny than will be undertaken at the full final hearing.
33. "Likelihood" has been interpreted to mean "a pretty good chance of success" at the full hearing - Taplin v C Shippam 1978 ICR 1068. The burden of proof was intended to be greater than that at a full hearing, where the Tribunal only needs to be satisfied on the balance of probabilities that the claimant has made out his - or 51% or better. A pretty good chance is something nearer to certainty than mere probability.
34. So in essence, it is not for me to make findings of fact at this stage but rather to carry out a broad assessment of the evidence in order to reach a view as to whether the Claimant is likely to succeed on what is a higher test than balance of probability in his claims at a full hearing.

Conclusions

35. I conclude that the Claimant has not satisfied that burden (which is a very difficult one to surmount). He has not convinced me that his claim for being dismissed for making a protected disclosure is nearer to certain, rather than a possibility. He has not demonstrated at this very early stage in the proceedings, that it is likely his claim will succeed at a full hearing, nor that it has a pretty good chance of success.
36. I am mindful of the fact that the complexity of a claim is not sufficient reason to conclude it does not have pretty good chances of success. In Raja v Secretary of State for Justice UKEAT/0364/09, the EAT criticised an Employment Judge's decision that interim relief orders should only be made in connection with simple factual disputes.

37. However, it is not clear cut that the Claimant can show that he was dismissed and, if he was, whether the principal reason for the dismissal was the making of his protected disclosures.
38. There are key areas of dispute between the parties, such as: whether there was a dismissal either on the telephone or in the subsequent text messages or a combination of both on 31 July 2026; and, if there was, as to the reason or principal reason for dismissal. These are matters that need to be considered and tested at the final hearing at which evidence will be heard.
39. It is not possible for me to reach the conclusion on summary assessment that the Claimant reaches the higher standard of proof required for this application.
40. For these reasons the application is refused.

Employment Judge Tsamados
Date: 4 September 2026

JUDGMENT & REASONS SENT TO THE PARTIES ON:
08 September 2026