



EMPLOYMENT TRIBUNALS

Claimant: Miss M Baulch

Respondent: Milton Keynes Veterinary Group Limited

Heard at: Bury St Edmunds (remotely)

On: 12, 13 and 14 August 2026

Before: Employment Judge Davey

Representation

Claimant: Mr J Keenor, lay representative

Respondent: Mrs C Buchanan-Shill, litigation consultant

JUDGMENT

The complaint of unfair dismissal (constructive) is well-founded. The claimant was unfairly dismissed.

FULL REASONS

JUDGMENT with full reasons was given at the hearing on **14 August 2026**, and written full reasons were requested on **18 August 2026**, in accordance with Rule 60 of the Employment Tribunal Procedure Rules. The following written full reasons are therefore provided.

Introduction

1. The claimant was employed as a receptionist, a senior client care adviser and latterly, a client care adviser by the respondent, a veterinary group, between 6 September 2004 and 19 December 2024. The claimant resigned with notice on 19 November 2024.
2. ACAS early conciliation commenced on 11 December 2024 and ended on 9 January 2025. The claim form was presented on 7 February 2025. The claimant's claim is for constructive unfair dismissal. The respondent defends the claim.

Preliminary and procedural issues

3. By consent, the respondent's name is amended to Milton Keynes Veterinary Group Limited.
4. The issues in the case were also agreed at the commencement of this hearing and are set out in paragraph eight below.
5. I allowed the inclusion of some late evidence, none of which was extensive and all of which was off assistance to the Tribunal. Some of the respondent's evidence was redacted. The claimant made an application for full disclosure which the respondent objected to. I allowed the application and ordered the respondent to make full disclosure of the redacted documents, which appeared to be relevant to the issues. I reminded the respondent about the principle of open justice and the requirement to make disclosure of evidence irrespective of whether it supports the respondent's case. The respondent then disclosed the unredacted documents.

Evidence and witnesses

6. I heard evidence from the following witnesses who also provided witness statements:

For the claimant;

6.1 Ms Michelle Baulch (the claimant);

For the respondent:

6.2 Mr Andre Cilliers (director and veterinary surgeon);

6.3 Mrs Vickie Roberts (director and practice manager);

6.4 Mrs Jessica McCarthy (client care manager and veterinary nurse);

6.5 Ms Penny Kendall (deputy practice manager); and

6.6 Mrs Deborah Kilkenny (director and veterinary surgeon).

7. I also had an agreed bundle of evidence totalling 358 pages, a supplementary bundle of evidence totalling 37 pages and some additional pages of evidence.

Issues

8. The issues for the tribunal to determine are set out below.

1.1 Was the claimant dismissed?

1.2 Did the respondent do the following things:

- 1.2.1 On 14 December 2023, there was a meeting with the claimant and Mrs Roberts and Ms Kendall. During that meeting, the claimant was reprimanded for not wearing black trousers whereas other colleagues, who also did not wear black trousers, were not reprimanded.

- 1.2.2 There was a meeting on 30 May 2024 with the claimant and Mrs McCarthy because the claimant failed to refrigerate medication delivered to the practice which she did not dispute. The claimant was issued with an informal warning for this whereas other colleagues who had done the same thing were not issued with informal written warnings or disciplined.
- 1.2.3 There was an investigatory meeting on 6 June 2024, with Mrs McCarthy where the claimant was accused of slamming the phone down on a client (which she denied) and creating a Facebook post with reasons why you might want to quit your job, the outcome of which was to proceed to a disciplinary investigation.
- 1.2.4 The claimant was issued with a final written warning on 19 June 2024, for breaching the respondent's social media policy which she considered to be disproportionate.
- 1.2.5 On 21 October 2024, there was a meeting with the claimant and Mr Cilliers, which she was told was a 'chat' though it was a formal meeting where she was reprimanded for not returning following a shift at Whaddon Way to Walnut Tree when she did in fact return after being instructed to by Ms Kendall.
- 1.2.6 On 21 October 2024, Mr Cilliers accused the claimant of making hurtful comments to a colleague at a CCA meeting which she considered to be disproportionate.
- 1.2.7 With reference to the claimant's grievance and appeal, the respondent:
 - 1.2.7.1 Failed to follow the ACAS code of practice with reference to the claimant's grievance submitted on 23 October 2026;
 - 1.2.7.2 On 25 October 2024, failed to uphold the claimant's grievance in part or in full;
 - 1.2.7.3 Failed to follow the ACAS code of practice with reference to the claimant's grievance appeal submitted on 31 October 2024; and
 - 1.2.7.4 On 13 November 2024, failed to uphold the claimant's grievance appeal in part or in full.
- 1.2.8 On 18 November 2024, decided to proceed to a disciplinary meeting, with reference to the CCA meeting on 17 October 2024 and an email exchange between the claimant and Ms Kendall prior to her returning to Walnut Tree on the 18 October 2024.

1.3 Did that breach the implied term of trust and confidence? The Tribunal will need to decide:

- 1.3.1 whether the respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the claimant and the respondent; and
- 1.3.2 whether it had reasonable and proper cause for doing so.

- 1.4 Was the breach a fundamental one? The Tribunal will need to decide whether the breach was so serious that the claimant was entitled to treat the contract as being at an end.
- 1.5 Did the claimant resign in response to the breach? The Tribunal will need to decide whether the breach of contract was a reason for the claimant's resignation.
- 1.6 Did the claimant affirm the contract before resigning? The Tribunal will need to decide whether the claimant's words or actions showed that they chose to keep the contract alive even after the breach.
- 1.7 If the claimant was dismissed, what was the reason or principal reason for dismissal i.e. what was the reason for the breach of contract? Notwithstanding the primary defence that the claimant resigned, the respondent says that the dismissal was fair because the claimant would have been dismissed for misconduct.
- 1.8 Was it a potentially fair reason?
- 1.9 Did the respondent act reasonably or unreasonably in all the circumstances, including the respondent's size and administrative resources, in treating that reason as a sufficient reason to dismiss the claimant?
- 1.10 The Tribunal's determination whether the dismissal was fair or unfair must be in accordance with equity and the substantial merits of the case.

Findings of fact

9. Much of the factual background is not disputed. Where there is a dispute of fact, I have dealt with it at the material time.
10. It was common ground that the claimant was not subject to any performance or conduct issues before December 2022.

Stepping down from senior receptionist role

11. In December 2022, the claimant stepped down from senior receptionist role. The claimant's position was that she was coerced into stepping down though she did concede in evidence that she didn't want to manage staff as Mr Cilliers wanted her to manage them. Mr Cilliers told the Tribunal that he neither forced nor encouraged the claimant to step down from her senior role and this was her decision. However, his witness statement refers to two meetings in December 2022, the first about an expectation she 'leads by example' and the second meeting, on 21 December, about her not implementing the respondent's policies on the team she managed. He goes on to say that at the meeting, "she agreed to step down from her role as senior receptionist and confirmed it in writing". This begs the question about what she agreed to. In my finding Mr Cilliers did apply some pressure to encourage the claimant to step down, confirmed by two meetings in short succession where the respondent expresses dissatisfaction with the claimant's performance in her senior role. I include this matter as Mrs

McCarthy's position was that the claimant's 'conduct and attitude' changed after this. In my finding the respondent's position towards the claimant also changed around this time, confirmed by the fact that up until then there were no formal or informal meetings about the claimant's conduct.

Dress code

12. The claimant's consistent position was that she always wore the correct trousers which were capri trousers purchased from Marks & Spencers and when she was asked to confirm that she was not wearing jeans, she would slightly lift her top to show she was wearing trousers. The claimant acknowledged it was not unreasonable for her to be asked to confirm this though considered other staff wore jeans and were not reprimanded.
13. Mrs McCarthy's position was that while the claimant did not wear jeans, she did wear jeggings and other trousers that were not appropriate and was told about this on many occasions. Mrs McCarthy conceded that this issue was not unique to the claimant and that she spoke to other staff members about wearing the wrong clothing too.
14. The respondent's policy on dress code runs to two paragraphs about being issued with a uniform and being appropriately dressed for the role. Mr Cilliers told the Tribunal employees would be issued with a uniform or could buy their own clothes and be re-imbursed. He acknowledged that the dress code varied depending on the role and that vets were permitted to wear jeans because they often knelt on the floor and undertook tasks that required strong trousers. His evidence about whether the claimant was treated more harshly than colleagues was "I don't agree" and staff were "spoken to over the years". The only incident he could recall was with reference to a colleague wearing a denim skirt but could not recollect when and could provide no further information.
15. I accept Mrs McCarthy's evidence that the claimant did not wear jeans but sometimes she wore jeggings or similar casual trousers. That said, I note the policy is vague and the implementation was not consistent. I accept that the claimant was treated more harshly than colleagues, who's clothing also fell short of expectations as confirmed by Mrs McCarthy's and Mr Cilliers' evidence that others were "spoken to". However, unlike the claimant, colleagues were not called into meetings about this.

The parcel

16. On 9 May 2024, the claimant failed to refrigerate a parcel containing laboratory equipment. This was observed on CCTV and some three weeks later, on 30 May 2024 the claimant was called to a meeting with Mrs McCarthy to discuss this and then issued with an informal written warning on 4 June 2024. The letter details that whilst no action would be taken on this occasion, it describes the claimant's "carelessness" and "absolute unacceptability of [the claimant's] conduct". The letter goes on to say that no similar breaches of the respondent's rules will be tolerated and future noncompliance of the respondent's rules and procedures will be addressed using the disciplinary procedure. The claimant's position was that the reprimand was disproportionate as it was an error and other staff had done similar things and not been treated this way.

17. Ms Kendall's evidence was she had also overlooked to place an item requiring refrigeration in the fridge and that her line manager discussed it with her though this was never confirmed in writing and she received no formal warning.
18. The evidence about this issue clearly confirms that the claimant was treated more harshly than colleagues who had also overlooked refrigerating packages that required this.
19. On 5 June the claimant wrote a letter to Mrs McCarthy about this decision and her concern about the respondent's use of CCTV to monitor her. It is fair to say the letter is somewhat abrasive albeit I accept the claimant would have been upset at the time, as confirmed by what happens next.

Facebook post

20. On the same day, 5 June 2024 the claimant shared a post created by another person on her Facebook account referring to "signs it's time to quit your job.....when they don't respect you". The claimant did not comment on this post that she shared. Her position is her privacy settings were strong and that she is friends with only three of the respondent's customers, two of whom were friends before she started working at the respondent. At the time. Mrs Roberts was friends with the claimant on Facebook and saw this post, albeit she could not recall who 'liked the post'. When asked whether any of the current employees who liked the post and/or commented on it were also disciplined, she said, "I don't recall viewing them" (the comments) or seeing who the claimant's friends were on Facebook. She also stated she would not be aware of which clients of the respondent followed the claimant on Facebook.
21. Mrs Roberts' evidence was that the claimant changed her privacy settings on her Facebook account, when asked how she knew this when the claimant removed her as a friend, she said colleagues had shown her their devices where they could no longer access information about the claimant from her Facebook page. There is no reference to privacy settings in the respondent's March 2023 social media policy, in place at the time of the incident.

Phone incident and fact finding (investigation) meeting

22. On 6 June 2024, the claimant attended a fact finding meeting with Mrs McCarthy, held without notice, about the Facebook post and about an allegation that she had banged the phone down.
23. Mrs McCarthy's evidence was not that the claimant had slammed the phone down on a customer, it was that she had slammed the phone at the end of the call and done this in the reception area and this type of behavior had happened before. Mrs Roberts' evidence supported this and that the claimant did not slam the phone down during the call. The respondent was provided with another statement about this incident from Ms Laura Johnson (albeit it was kept anonymous at the time). Ms Johnson told the respondent that the claimant slammed "the phone down after a phone call to a client". The statement is undated but around the same time, there is a message

between Ms Johnson and the claimant where Ms Johnson says she saw what happened and the claimant did not do that and she would say so to management.

24. The claimant's understanding of this allegation was that the disciplinary investigation was with reference to her slamming the phone down during a call and not at the end. The fact finding meeting notes just reference the claimant banging the phone down so this was not unreasonable.

Disciplinary meeting

25. On 13 June 2024, the claimant received a letter inviting her to a disciplinary meeting with documents included from a later version of the social media policy that was not implemented until August 2024 when the respondent updated its employee handbook. Mrs Roberts acknowledged there was a new version of the social media policy that had not been implemented though was in circulation with management at the time of the disciplinary investigation and meeting.

Final written warning

26. Following a disciplinary meeting conducted by Mrs Roberts on 19 June, the claimant received an outcome letter issuing her with a final written warning for breaching the social media policy. This was sent on the same day and was drafted by Mrs Roberts. The letter quotes the claimant as:

"That on 4th June you posted a video on your social media page on Facebook which implied you were unhappy in the workplace. In doing this you have breached the company's Social Media Policy as it is deemed that acts like this can damage the company's reputation."

27. The letter goes on to say:

"The company handbook states within the Social Media Policy – 'any information posted on the internet may result in disciplinary action up to and including if it breached this policy or any other expected levels of conduct'."

28. The letter goes on to state that the issues around the phone slam incident would be dismissed, with no reason as to why provided in the letter, although we heard during this hearing this was because the evidence was unreliable, which is accepted.

29. The claimant's position was that the policy quoted in the letter had not been implemented or circulated to staff at the time of the final written warning. The updated social media policy, part of which is quoted in the letter, was not implemented until August 2024, as confirmed by the respondent's witnesses.

30. The respondent's social media policy, taken from its employee handbook in force at the time of the allegation and implemented in March 2023, includes the following:

"You must not make any statements or postings using social media that damages the reputation of this Company or which puts our reputation at

risk. In particular, you should not make an defamatory or adverse statements about this Company, our clients or suppliers or make any statements that could be interpreted as doing so”.

31. The policy also states that a serious violation of the policy may result in summary dismissal.

32. The post was shared, did not reference the respondent, the claimant made no comments about the respondent in the post and it was on her personal account. The respondent's primary issue was that the post suggested the claimant was unhappy at work and this was shared and could be damaging to the respondent. It is hard to see how this is a serious or major violation of the 2023 policy.

33. The unimplemented 2024 policy states:

“The practice requires employees using social media to refrain from making any comments or engaging in discussions which could adversely affect the practice or the practice's reputation.”

34. It goes on to say:

“You are reminded that regardless of the social network used, or privacy settings activated, everything posted on the internet has the potential to become public and widespread. All social media posts should therefore be carefully considered to ensure they fit with the image you and the practice want to share online.”

35. The policy also expects employees to ensure their personal passwords, on their personal accounts, on their personal devices remain secure and are not left unattended.

36. In my finding the updated 2024 policy is significantly more draconian and allows for a broader interpretation of potential breaches.

37. Mrs Roberts acknowledged the correct policy was the March 2023 policy and her quote from the updated policy in the letter, not implemented was “human error”. When she was asked whether she used the updated policy or the old policy to guide her decision to issue a final written warning, she stated that she could not remember. In my finding, she used the updated policy because it was this documentation that was sent to the claimant together with the letter notifying her she would be subject to disciplinary proceedings and the fact it is quoted in the disciplinary outcome letter strongly implies it was used to determine the disciplinary outcome. Further, it was this updated policy that provided the respondent with more discretion with reference to determining the disciplinary outcome as it is hard to see how the claimant could have seriously breached the 2023 policy.

38. When asked whether it would be fair to rely on a new version of a policy not yet implemented to determine the disciplinary outcome, Mrs Roberts conceded that it would not be fair.

39. Mrs Roberts also confirmed that the respondent had not, to her knowledge, delivered any training to staff about its social media policies and implementation of the same.
40. In the disciplinary outcome letter, Mrs Roberts also refers to “comments made by others on the post that you responded to suggest you were unhappy in the workplace.” This was despite Mrs Roberts’ evidence that she had not read the comments (as set out above). In my finding, she did read the comments, was aware some had been posted by staff, and was evading the question about whether those staff were disciplined, from which it is reasonable to conclude they were not.
41. The letter goes on to describe this breach as gross misconduct for breaching company policy, that this is a dismissible offence though due to long service, is reduced to a final written warning.
42. The claimant did not appeal the disciplinary outcome and explained this was because she had other personal matters, including her health and caring responsibilities, that she prioritized at the time.

CCA meeting on 17 October 2024

43. There was a client care advisers’ (CCA) meeting on 17 October 2024. Ms Dani Ashton had been allocated to do a presentation and provide leaflets which included information about a new triage system. The claimant’s evidence was that there was a shortage of these leaflets, so she said to Ms Ashton “I have been in practice for long enough, I don’t need to know about triage”. The respondent relied on slightly different words “I don’t want or need that, I have worked here long enough”. The claimant told the Tribunal it was not that she did not want to take a leaflet, it was that she did not need to and this was in the context of believing there were not enough leaflets to go around. As things transpired, there were enough leaflets, so the claimant took one. The claimant told the Tribunal she gave Ms Ashton positive feedback about her presentation at the meeting. This evidence was not challenged so it is accepted.

Returning to Walnut Tree from Whaddon Way

44. The respondent runs several veterinary practices and the claimant’s usual place of work was Walnut Tree. I heard and accepted Mrs McCarthy’s evidence that up until she implemented some changes with the staff rota, that not all staff were expected to cover shifts at other practices. Following the change to staff rotas, the claimant was expected to cover some shifts at Whaddon Way. The claimant had to cover a morning shift at Whaddon Way on 18 October 2024 and then return to Walnut Tree between 12.15-1pm. Usually when she covered shifts at Whaddon Way, she finished work at midday albeit she was paid until 1pm, the time she usually finished at Walnut Tree. During her morning shift at Whaddon Way on 18 October, the claimant was contacted by Ms Ann Glass and reminded she needed to return to Walnut Tree. Initially, the claimant refused to return as she had arranged to test drive a new car. However, Ms Kendall told her she should return, that if she did not it was treated as absence without leave and she would be reported to the directors.

45. Ms Kendall's evidence was that she did not believe there were any issues prior to this with the claimant not returning to Walnut Tree when she was expected to.
46. The claimant returned to Walnut Tree as required. When the claimant returned to Walnut Tree she returned the keys for Whaddon Way back to Ms Kendall. In her evidence, Ms Kendall stated the claimant threw the keys on the desk and acknowledged that different versions of what happened had circulated, including one from Ms Johnson, who reported to Mrs Roberts that the claimant said she threw the keys at Ms Kendall, something the claimant denied both saying and doing.
47. The claimant's own evidence was that it was unnecessary for her to return and there was sufficient staff cover at Walnut Tree and when she returned she put the keys "down hard on the desk", i.e she threw them on the desk and not at Ms Kendall who said she did not think that much more about it afterwards. I accepted Ms Kendall's and the claimant's version of how the keys were returned. Ms Johnson did not provide oral evidence though the contemporaneous written evidence suggests she was somewhat unreliable, saying one thing to the claimant and another to the respondent as set out in paragraph 23 above.
48. I also accept that the claimant's shift ended at 1pm and that was when she was paid until, so it was reasonable of the respondent to expect her to return to Walnut Tree irrespective of staff numbers.

Investigation meeting on 21 October 2024

49. On 21 October 2024, the claimant attended an investigation meeting. She was provided with no notice and raised this. Mr Cilliers, who conducted the meeting, told her notice was not required for an investigation meeting. Mr Cilliers raised the incident at the CCA meeting between the claimant and Ms Ashton and asked if making the statement she made may have come across as hurtful. The claimant's position was she was joking when she said this.
50. Mr Cilliers told the Tribunal that this matter was reported to him by Mrs Roberts and this followed a report to Mrs Roberts from two colleagues, the identity of which was not disclosed at the time, though during this hearing, the respondent confirmed they were Ms Ashton herself and Ms Johnson.
51. Mrs Roberts' position was that Ms Ashton was very upset by the claimant's comments. The claimant's position was that Ms Ashton discussed this incident with her afterwards and there was no reference to Ms Ashton being upset and she (Ms Ashton) understood it to be a joke.
52. Mr Cilliers' position was Ms Ashton only wanted to make a verbal statement and Mrs Roberts' position supported this. It was common ground that no formal statement was taken from Ms Ashton about this incident.
53. The second part of the meeting was about Whaddon Way and the return to Walnut Tree. The notes from the meeting detail that this was being investigated because of the "messages exchanged about her shift and her failure to arrive for her shift on Friday". The claimant confirmed she did not

usually have to return from Whaddon Way though during the meeting, she did say she returned.

54. Mr Cilliers told the Tribunal that they had “no indication that she came back. We were left in limbo”. Mr Cilliers confirmed the “we” he referred to were Ms Kendall and Mrs McCarthy. When he was reminded that Ms Kendall was aware the claimant returned because she received the keys from the claimant, he stated that “for the period leading up to her return, we didn’t know if we would have enough staffing”. From the messages, the period would have been around 30 minutes, some of which included the claimant’s travel time back to Walnut Tree. Mr Cilliers then confirmed he knew the claimant returned to Walnut Tree.
55. Ms Kendall’s evidence was that it was not really about the claimant not telling the respondent she was on her way back, it was more about wider conduct concerns and when asked if the claimant had notified the respondent whether it would have made a difference, she said “probably not, there was a secondary issue to this, conduct and attitude when she returned to the premises”.
56. The respondent’s position with reference to the Whaddon Way/Walnut Tree incident is conflicting at best, on the one hand the claimant was being investigated for not returning to Walnut Tree, then when reminded she did, was being investigated for not notifying the respondent she was returning to Walnut Tree and then when asked whether this would have made a difference, Mrs Kendall said probably not, it was about conduct. This implies that the respondent was looking for reasons to discipline the claimant because of its apparent overarching concern about her conduct, which I will return to.

Grievance and appeal

57. On 23 October 2024, the claimant wrote to the respondent setting out in a brief email that she was being bullied and harassed, being treated unfairly, being constantly watched, feeling that the respondent was trying to find anything to make her leave and ultimately, was being pushed to resign. The claimant also refers to her personal life, caring responsibilities and her health and states that all she wants to do is come to work and do a good job. A reasonable interpretation of this email would be that the claimant is referring to the ongoing disciplinary action that she had been subject to in 2024. Mrs Roberts decided to treat this as a grievance and allocated responsibility for managing it to Mrs McCarthy. Mrs McCarthy wrote to the claimant on 23 October telling her that the email would be treated as a grievance and that she would be managing the grievance process. The claimant did not complain about Mrs McCarthy’s involvement prior to the hearing. Mrs Roberts’ evidence was Mrs McCarthy’s management of the process was appropriate because Mrs McCarthy was the claimant’s line manager, she did not think that Mrs McCarthy’s involvement in disciplinary matters earlier in the year was in issue because the claimant did not name Mrs McCarthy in her grievance and if the claimant appealed, it could go to a director.
58. On 25 October 2024, which was a Friday, the claimant attended the grievance meeting with Mrs McCarthy and Ms Caroline Lloyd (notetaker).

The claimant raised concerns about Mrs McCarthy conducting the grievance during the meeting which she says were ignored. Mrs McCarthy's position is that the claimant raised this at the end of the meeting and this is reflected in the notes whereas the claimant says she raised it at the outset. Mrs McCarthy further stated after this, it was hard to continue. Mrs McCarthy's position was the notes were a typed version of handwritten notes and were almost verbatim. She also described the meeting as short and the claimant's answers as short and the claimant as abrupt. During the meeting, the claimant refers to the formal and informal conduct matters raised by the respondent in 2024 and its procedures and practices as being unfair.

59. The claimant's own evidence is that she is forthright and her correspondence confirms this. I accept she raised the issues earlier in the meeting. I accept that a two page set of notes was unlikely to be verbatim. In fairness to the respondent, I do not think this makes much difference as Mrs McCarthy's evidence was that when she became aware the claimant objected to her presence 'it was hard to continue'. This begs the question why the meeting was not rearranged with another grievance manager. During the meeting, the claimant referenced the various disciplinary issues referred to in the issues as being the subject of her concerns. The claimant also asked for all copies of minutes from previous meetings.
60. The meeting was on a Friday and the decision not to uphold the grievance was provided on Monday morning (28 October). The letter briefly refers to the claimant's allegations of feeling victimised, bullied, harassed and feeling she is being pushed to resign and runs through the disciplinary issues raised by the claimant as bullet points, dismissing all concerns. Mrs McCarthy confirmed she did not interview anyone in connection with the grievance. Her position appears to be she was already aware of the issues.
61. The ACAS guidance states the person conducting the grievance should not be the subject of the grievance and should be able to approach the matter objectively. Mrs McCarthy's involvement in earlier disciplinary matters and her own evidence that she found the claimant difficult to manage confirms it would be difficult for her to remain impartial.
62. The claimant appealed the outcome on 31 October 2024. The appeal is brief and states she does not consider that the issues she raised were addressed or that the matter was dealt with impartially
63. The appeal was allocated to Mrs Kilkenny, one of the directors and a veterinary surgeon, to manage. On 7 November 2024, Mrs Kilkenny wrote to the claimant inviting her to a grievance appeal meeting on 8 November. The claimant asks for it to be rescheduled due to the short notice, she made this request in the morning. Late in the afternoon, Mrs Kilkenny replied and declined to postpone. Mrs Kilkenny told the Tribunal she took advice on this from the respondent's external HR consultant who told her the meeting should be sooner rather than later and that because she (Mrs Kilkenny) had a very busy schedule, if she did not do the meeting the following day, it may have been delayed for weeks. She acknowledged she did not discuss this with the claimant or give her the option to postpone to a later date due to availability.

64. The grievance appeal went ahead on 8 November 2026, and the outcome decision was provided on 13 November. The appeal was dismissed. The grievance appeal outcome letter dismissed the claimant's concerns about Mrs McCarthy managing the grievance on the grounds this was not raised prior to the meeting and dismissed each of the allegations via brief bullet points. The subheading in the letter incorrectly refers to the grievance appeal outcome as a disciplinary appeal hearing outcome and the grievance appeal meeting was referred to as a disciplinary meeting in the body of the letter.
65. My overall finding on the grievance and appeal process was that it was flawed because the grievance manager had prior involvement in matters giving rise to the complaint, declined to remove herself when concerns about her impartiality were raised, and conducted no meaningful investigation before reaching a decision within less than one working day. This was contrary to the ACAS expectation that grievances should be investigated appropriately and determined by an impartial manager wherever possible. The respondent has several practices and is large enough for the grievance to have been managed by another manager. The appeal process compounded those deficiencies by providing only one day's notice of the hearing, refusing a reasonable postponement request for preparation purposes, prioritising managerial availability over procedural fairness and providing brief responses to concerns devoid of content and referring to the grievance appeal as a disciplinary appeal. It is clear that the letter was drafted in haste and not checked. In my finding, the grievance and appeal were treated by the respondent as a tick box exercise to be processed as quickly as possible so the respondent could proceed with the disciplinary procedure without further delay.
66. On 18 November 24, the claimant was invited to a disciplinary meeting on 21 November, because of her behaviour and conduct at the CCA meeting and behaviour and attitude on 18 October 2024, regarding her message exchange with Ms Kendall and her 'threat' not to return to Walnut Tree. The letter reminds the claimant about the final written warning and confirms a possible outcome of the disciplinary hearing is dismissal.
67. Turning to the CCA, the respondent purports to rely on two anonymous statements. Mrs Roberts was unable to explain how the respondent planned to proceed with the disciplinary process, where the claimant would be entitled to see the case against her, with anonymous verbal statements. Her position was that Ms Ashton would prefer to remain anonymous if possible.
68. It is hard to see how a fair disciplinary process could have been followed in the circumstances. This suggests this matter was being used, and staff were being asked to provide statements, albeit anonymously, to provide grounds for a disciplinary process. This manner of investigation and reliance on anonymous statements is not in accordance with the ACAS Code of Practice on disciplinary hearings which confirms employers must bear in mind the principles of fairness and good disciplinary procedures should require employees to be informed of the complaints against them and supporting evidence before a disciplinary meeting. It is also of note, this was not the first time the respondent relied on anonymous evidence during disciplinary proceedings (see above).

69. The claimant resigned from the respondent on 19 November 2024, with one month's notice. It was agreed between the parties that the claimant would remain on paid leave until her termination date.

Conduct and attitude

70. The respondent's evidence overall makes numerous references to the claimant having a bad attitude, that she created a bad atmosphere and staff were frightened of her. When asked why she was never disciplined for this despite being disciplined for other issues, Mrs McCarthy told the Tribunal that the respondent had lots of conversations with the claimant about her attitude and behaviour. In my finding, the claimant was direct in her communications and this sometimes bordered on low level rudeness/abruptness. It seems that this was not enough in and of itself for the respondent to discipline her, otherwise, in my finding, it would have done given its decision to proceed with informal and formal disciplinary processes for various other issues during the course of 2024.

Submissions

71. The parties both provided oral and written submissions which are not repeated here, though I can assure the parties, they have been considered.

Law

72. Pursuant to s.94 of the Employment Rights Act 1996 (ERA), an employee is entitled not to be unfairly dismissed by his employer. An employee is dismissed by his employer if he 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 (s.95(1)(c) ERA).
73. Section 98(1) ERA 1996 provides that in determining for the purposes of this part whether the dismissal of an employee is fair or unfair, it is for an 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 sub section (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."

A fair reason under subsection 2 includes the conduct of an employee.

74. Western Excavating (ECC) Ltd v Sharp [1978] ICR 221 provides that to establish constructive dismissal, the employee must prove that the employer was in fundamental breach of his contract, that he resigned in response to the breach, and that he did not act prior to resignation in such a way as to affirm the contract. Lord Denning MR stated: '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.'

75. Bournemouth University Higher Education Corporation v Buckland 2010 ICR 908, CA - A fundamental breach of contract test and not the range of reasonable responses test is the correct test for a constructive unfair dismissal (*Western*) albeit 'reasonableness is one of the tools in the employment tribunal's factual analysis kit for deciding whether there has been a fundamental breach' (28). Furthermore, an employer who had committed a fundamental breach could not cure or make amends for the breach prior to acceptance of the breach by the employee (i.e. prior to the employee resigning in response to the breach).
76. In Malik v BCCI [1997] IRLR 462, the House of Lords confirmed that a term is implied into every employment contract that the 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. The test is objective.
77. A breach of the implied term of mutual trust and confidence is always such a fundamental breach (Woods v WM Car Services (Peterborough) Ltd [1981] IRLR 347). With reference to a 'fundamental breach', in Frenkel Topping Limited v King UKEAT/0106/15/LA - the EAT observed "the need for Tribunals to be mindful that for there to be a breach of the implied term of trust and confidence the conduct complained of must be really serious". It is not enough for an employer to have behaved unreasonably, although unreasonable behaviour might be an indicator of a fundamental breach, the test is a contractual one (Buckland v Bournemouth University Higher Education Corporation [2010] EWCA Civ 121).
78. The test does not require the tribunal to ask what the actual intention was. The employer's subjective intention is irrelevant. If the employer acts in such a way that, considered objectively that his conduct is likely to seriously damage the relationship of trust and confidence, then he is taken to have the objective intention spoken of (Leeds Dental Team Ltd v Rose [2014] IRLR. 8, EAT). An employee's subject belief that the relationship of trust and confidence has been breached, no matter how strongly held, is also irrelevant (London Borough of Waltham Forest v Omilaju [2005] IRLR 35).
79. A breach of trust and confidence might arise not because of any single event but because of a series of events. In the latter kind of case an employee can rely on a "last straw" which does not itself have to be a repudiation of the contract. The key cases are the decisions of the Court of Appeal in London Borough of Waltham Forest v Omilaju [2005] IRLR 35, more recently reaffirmed in Kaur v Leeds Teaching Hospitals NHS Trust [2018] EWCA Civ 978. If the last straw is entirely innocuous or trivial, and none of the preceding matters amount to a fundamental breach of contract, the claim of constructive dismissal will fail.
80. Lewis v Motorworld Garages Ltd [1985] IRLR 465, [1986] ICR 157. Neill LJ said that the repudiatory conduct may consist of a series of acts or incidents, some of them perhaps quite trivial, which cumulatively amount to a repudiatory breach of the implied term of trust and confidence.

81. A serious breach of the employer's disciplinary and/or grievance process at both original and appeal stages is capable of constituting a breach of the implied term of trust and confidence (*Blackburn v Aldi Stores Ltd* [2013] IRLR, 846). In *BBC v Beckett* [1983] IRLR 43 the EAT accepted that it can be a breach of contract for an employer to impose a disciplinary sanction which is out of all proportion to the offence.
82. *Stanley Cole (Wainfleet) Ltd v Sheridan* [2003] IRLR 52, [2003] ICR 297 – The EAT held that the ET had not erred in finding that a final written warning could amount to a repudiatory breach of contract. The EAT stated "A final written warning is a severe penalty which is given for conduct which just stops short of that justifying dismissal. It is often imposed when a dismissal is an obvious and permissible sanction but, for personal reasons to the employee, is not imposed. It involves a real penalty in that there is a risk that the employee should commit any other offence during the currency of the final written warning, however minor it may seem to be on its own, it may justifiably be taken to give grounds for dismissal. A final written warning may be regarded by an employee as a statement that an employer has in mind dismissal and just pulls back from the brink."
83. *Gordon (appellant) v J & D Pierce (Contracts) Ltd (respondent)* [2021] IRLR 266 Exercising a right of grievance or appeal (or for that matter persisting in a grievance or right of appeal) should not be regarded as an affirmation of the contract as a whole. In *Kaur v Leeds Teaching Hospitals NHS Trust* [2018] EWCA Civ 978, [2018] IRLR 833, [2019] ICR 1 (concerning the 'last straw' doctrine in constructive dismissal, see paras [481.01], [541]), Underhill LJ said at [63] "... exercising a right of appeal against what is said to be a seriously unfair disciplinary decision is not likely to be treated as an unequivocal affirmation of the contract."

Conclusions

84. I refer to the issues.

On 14 December 2023, there was a meeting with the claimant and Mrs Roberts and Ms Kendall. During that meeting, the claimant was reprimanded for not wearing black trousers whereas other colleagues, who also did not wear black trousers, were not reprimanded.

85. I have already found the claimant was treated unfairly with reference to comparative conduct of colleagues in similar circumstances. Employers are generally entitled to exercise reasonable managerial discretion in deciding whether misconduct warrants informal action, management guidance, or disciplinary proceedings. Differences in treatment do not in and of themselves establish a breach of the implied term of trust and confidence, particularly where the conduct, circumstances, decision-makers, or available evidence may have differed between employees. I note there was no formal or informal outcome.
86. Turning to whether the respondent conducted itself in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee (**Malik**), I am reminded that this is an objective test (**Malik**) and it is not for the Tribunal to establish intention (**Leeds Dental Team Ltd v Rose**) and that tribunals should be mindful of

setting the bar too low (**Frenkel Topping Limited v King**). In my judgment, reprimanding the claimant for not wearing black trousers whereas other colleagues, who also did not wear black trousers and who were not reprimanded was not an act calculated or likely to destroy or seriously damage the trust and confidence between the claimant and the respondent.

There was a meeting on 30 May 2024 with the claimant and Mrs McCarthy because the claimant failed to refrigerate medication delivered to the practice which she did not dispute. The claimant was issued with an informal warning for this whereas other colleagues who had done the same thing were not issued with informal written warnings or disciplined.

87. On 9 May 2024, the claimant failed to refrigerate a parcel containing laboratory equipment correctly in the fridge. On 30 May 2024, the claimant was called to a meeting with Mrs McCarthy to discuss this and then issued an informal warning on 4 June 2024. It was common ground that this was an innocent mistake and not deliberate.

88. Mrs McCarthy conducted a meeting with the claimant to discuss the issue and then issued a letter notifying the claimant that whilst no action would be taken on this occasion, the letter describes the claimant's "carelessness" and "absolute unacceptability of [the claimant's] conduct". The letter goes on to say that no similar breaches of the respondent's rules will be tolerated and future noncompliance of the respondent's rules and procedures will be addressed using the disciplinary procedure. The claimant's position was this was disproportionate and other colleagues who had made the same mistake had not been treated in this way. In her evidence, Mrs McCarthy acknowledged that around the same time she held the meeting with the claimant and issued the warning letter, other colleagues had made similar errors and failed to refrigerate items. She confirmed they had been 'spoken to' only. Both Mrs McCarthy and Ms Kilkenny referred to the claimant's 'conduct' as an issue.

89. It is hard to see the respondent's justification, given the acknowledgement this was an innocent mistake, for the difference in treatment of the claimant to colleagues who made the same error around the same time. If the issue was the claimant's conduct generally, then this is what should have been the subject of investigation as opposed to issuing an informal warning. In my finding, the reason why this was not the subject of investigation was because the claimant's 'conduct and attitude' was somewhat nebular, and hard to pin down, unlike not refrigerating a package.

90. I accept that the respondent treated the claimant more harshly than it treated others that did the same thing as confirmed by Mrs McCarthy's own evidence that other staff members were not issued with warning letters. This demonstrates a lack of partiality on the part of the respondent. The issue is whether this breached the implied term of trust and confidence.

91. Despite my finding, lack of partiality and unreasonable decisions will not always be at the very serious level required for there to be conduct that is likely to destroy or seriously damage the relationship of confidence and trust (**Malik**). I find this decision was not at this very serious level because it was an informal written warning only. This requirement to breach confidence and trust is a high bar (**Buckland v Bournemouth University Higher**

Education Corporation and Frenkel Topping Limited v King) and the implied term is shown by the fact that it is only breached if the employer demonstrates objectively by its behaviour that it is abandoning and altogether refusing to perform the contract. It follows that I do not find this act to have breached the implied term of trust and confidence.

There was an investigatory meeting on 6 June 2024, with Mrs McCarthy where the claimant was accused of slamming the phone down on a client (which she denied) and creating a Facebook post with reasons why you might want to quit your job. The outcome of which was to proceed to a disciplinary investigation.

92. The claimant took issue with the lack of notice about this meeting, the allegations and eventual outcome to proceed to a disciplinary meeting. I will review the disciplinary outcome as part of the decision to issue a final written warning.

93. Turning to the investigation itself, whilst it is generally good practice to inform an employee in advance of an investigation meeting and to explain its purpose, neither the **ACAS Code of Practice on Disciplinary and Grievance Procedures** nor the statutory framework requires employers to provide advance notice of every investigatory meeting. The ACAS Code distinguishes between the investigatory stage and any subsequent disciplinary hearing, with the principal procedural protections attaching to the disciplinary hearing itself rather than to fact-finding enquiries. Further, an employer is entitled to investigate concerns about an employee's conduct in the workplace, particularly those about potential breaches of its social media policy and managing calls on reception. The decision to proceed to a disciplinary meeting may have been harsh, though it would usually be the disciplinary outcome that would be determinative.

94. It follows that the investigation and the decision to proceed to disciplinary action, on these facts, did not breach the implied term of trust and confidence.

The claimant was issued with a final written warning on 19 June 2024 for breaching the respondent's social media policy which she considered to be disproportionate.

95. I have already made detailed findings about the outcome decision. As the issue about the claimant slamming the phone was dismissed, I will focus on the respondent's decision to issue a final written warning for breach of the respondent's social media policy.

96. To recap, I concluded that the decision was harsh given the claimant shared a post only on her private Facebook account, did not comment on it, did not refer to the respondent and the respondent's own interpretation was that those viewing might think she was 'unhappy in the workplace' which may damage its reputation. I also found that it would have been difficult to conclude there was a significant breach of the 2023 social media policy, in place at the time that would have justified the respondent issuing a final written warning.

97. I am not substituting my own view for that of the respondent as to the seriousness of the claimant's conduct or the sanction that ought to have been imposed. I have found that, in determining the disciplinary outcome, the respondent relied upon provisions of a social media policy that had not yet been implemented at the time the claimant posted on Facebook and which were materially wider in scope than the policy that was actually in force at the time (the March 2023 version).

98. In my finding, reliance upon an unimplemented policy in order to determine whether misconduct had occurred, and the seriousness of that misconduct, was fundamentally unfair. A serious breach of the employer's disciplinary process is capable of constituting a breach of the implied term of trust and confidence (**Blackburn v Aldi Stores Ltd**) and issuing a final written warning is capable of breaching the implied term of confidence and trust (**Stanley Coal (Wainfleet) Ltd v Sheridan**). Employees are entitled to know the standards against which their conduct will be judged. The respondent's application of a policy that was not yet in force was contrary to its own procedures and issuing a final written warning off the back of that and based on an unimplemented policy that was more draconian and open to wider interpretation than the policy in place at the time compounded that fundamental lack of fairness. In the circumstances, this amounted to a fundamental breach of the implied term of mutual trust and confidence, in and of itself. The fact the claimant did not appeal this decision is of no relevance because the test for a fundamental breach of confidence and trust is a contractual one which is not cured by a failure to give the respondent a second chance via an appeal (**Buckland**).

99. Turning to whether the claimant resigned in response to that breach or affirmed the contract, the claimant was issued with the final written warning on 19 June 2024 and remained in employment until her resignation on 18 November 2024, a period of approximately five months. During that period she continued to work under the contract and did not resign in response to that breach. In those circumstances, I find that the claimant affirmed the contract and lost the right to treat that breach, taken in isolation, as repudiatory.

On 21 October 2024, there was a meeting with the claimant and Mr Cilliers, which she was told was a 'chat' though was a formal meeting where she was reprimanded for not returning following a shift at Whaddon Way to Walnut Tree when she did in fact return after being instructed to by Ms Kendall and On 21 October 2024, Mr Cilliers accused the claimant of making hurtful comments to a colleague at a CCA meeting which she considered to be disproportionate.

100. I have dealt with these issues together because of the overlap and the fact these issues were dealt with by the respondent in the same investigation meeting.

101. This was another investigation meeting, this time, called to investigate allegations about conduct and behaviour with reference to

returning to Whaddon Way after a shift and a comment made to Ms Ashton during a CCA meeting. To recap on my findings about this meeting, I found the respondent's position with reference to the Whaddon Way/Walnut Tree incident to be conflicting, with different reasons for the investigation being provided to include that the claimant was being investigated for not returning to Walnut Tree, then when reminded she did, was being investigated for not notifying the respondent she was returning to Walnut Tree and then when asked whether this would have made a difference, Mrs Kendall stating probably not because it was really about conduct.

102. I have already found that the respondent was looking for reasons to discipline the claimant because of its alleged overarching concern about her conduct. Turning to the CCA, my concern was a reliance on two anonymous statements (one verbal), to provide grounds for a disciplinary investigation.

103. My finding is similar to that for the investigatory meeting on 6 June, that the respondent was entitled to investigate concerns, that it was not required to give the claimant notice and the decision to conduct an investigatory meeting in and of itself, may have been unfair on the facts as detailed above, though unfairness, or even unreasonableness, is not enough to meet the high bar required to breach the implied term of confidence and trust. It follows that the investigation did not breach the implied term of trust and confidence.

With reference to the claimant's grievance and appeal, the respondent: Failed to follow the ACAS code of practice with reference to the claimant's grievance submitted on 23 October 2026; On 25 October 2024, failed to uphold the claimant's grievance in part or in full; Failed to follow the ACAS code of practice with reference to the claimant's grievance appeal submitted on 31 October 2024; and On 13 November 2024, failed to uphold the claimant's grievance appeal in part or in full.

104. I have found that the respondent's handling of the claimant's grievance and appeal process breached the ACAS Code of Practice and overall was unfair because the claimant's line manager conducted the initial grievance and should have withdrawn involvement when the claimant complained about this and when it became clear from the grievance meeting, as confirmed in the notes, what the substance of the grievance was about, that there was no meaningful investigation and that the respondent prioritised the availability of the appeal manager over the claimant's right to adequately prepare for the grievance appeal by refusing to grant a postponement for an appeal meeting arranged with only one days' notice.

105. The grievance and appeal procedures provided the respondent with an important opportunity to investigate the claimant's concerns objectively and restore the employment relationship if appropriate. Instead, the respondent failed adequately to engage with the substance of the claimant's complaints and did not conduct a meaningful review of the matters she had raised. That was a significant procedural failing. However, I accept that not every breach of the ACAS Code, even a serious one, will amount, without more, to a repudiatory breach of contract or a breach of the implied term of confidence and trust. Viewed in isolation, the deficiencies in the grievance and appeal process could fall short of the high threshold required.

106. My position is different when those matters are viewed in their full context. I have already found that the respondent fundamentally breached the implied term of confidence and trust by relying on an unimplemented social media policy when determining the disciplinary allegations and final written warning outcome against the claimant. Although the claimant affirmed the contract and could not rely on that breach alone, it remained part of the overall course of conduct between the parties. The respondent's subsequent failure to investigate and address the claimant's concerns regarding her treatment was a lost opportunity to restore the employment relationship. Rather than restoring the claimant's confidence that her concerns would be taken seriously and considered impartially, the grievance and appeal process confirmed her position that the respondent was unwilling to confront or correct earlier procedural unfairness. Taking the matters cumulatively, I am satisfied that the respondent's mishandling of the grievance and appeal process, when combined with the earlier breach arising from reliance upon the incorrect policy, crossed the threshold and amounted to a fundamental breach of the implied term of trust and confidence.

The decision to proceed to a disciplinary on 18 November 2024, with reference to the CCA meeting on the 17 October 2024 and an email exchange between the claimant and Ms Kendall prior to her returning to Walnut Tree on the 18 October 2024.

107. Following the outcome of the grievance and appeal process, the respondent decided to proceed to a disciplinary hearing with reference to the CCA incident and Whaddon Way/Walnut Tree incident. It reminded the claimant that she remained subject to a final written warning and that dismissal was a potential outcome. I do not find that the commencement of those disciplinary proceedings, viewed in isolation, amounted to a repudiatory breach of contract. An employer is ordinarily entitled to investigate and pursue disciplinary allegations. However, by this stage the claimant had already been subjected to a fundamentally flawed disciplinary process, followed by a grievance and appeal process that failed properly to address her complaints regarding her treatment. Against that background, the decision to pursue further allegations, which I have found were at best tenuous and of questionable substance, whilst simultaneously relying upon the existing final written warning, served to reinforce the claimant's position that the respondent was treating her unfairly.
108. In my finding, this was not a further fundamental breach in its own right. Rather, it constituted the "last straw" in a series of events and taken together with the respondent's earlier breach of the implied term of confidence and trust and the subsequent mishandling of the claimant's grievance and appeal, entitled the claimant to conclude that the employment relationship had irretrievably broken down. I therefore find that the initiation of the further disciplinary process operated as the last straw (**Omilaju/Kaur**) upon which the claimant was entitled to rely.

Did the claimant resign in response to the breach?

109. In her resignation letter, the claimant made it clear she was resigning in response to the grievance outcome and the 'untenable conditions' of her employment. In my finding, she resigned in response to the respondents later breaches, particularly the grievance outcome and also, the decision to proceed to a disciplinary hearing.

Did the claimant affirm the contract before resigning?

110. The grievance outcome was on 13 November, the decision to proceed to a disciplinary hearing was on 18 November and the claimant resigned with notice on 19 November. The respondent's representative made no submissions that the claimant affirmed her contract and indeed, in my finding, her resignation was prompt. I note she resigned with notice, which she is entitled to do under the ERA and I further note that she did not she did not work that notice and instead went on paid leave.

111. In my finding, the claimant was dismissed due a fundamental breach of the implied term of mutual confidence and trust.

If the claimant was dismissed, what was the reason or principal reason for dismissal i.e. what was the reason for the breach of contract? Notwithstanding the primary defence that the claimant resigned, the respondent says that the dismissal was fair because the claimant would have been dismissed for misconduct.

112. Turning to the issue now of whether that amounted to a fair dismissal with reference to the claimant's conduct.

113. The respondent submitted that the reason for the dismissal was the claimant's misconduct and that this was a potentially fair reason within the meaning of section 98(2) of the Employment Rights Act 1996. I accept that misconduct is, in principle, a potentially fair reason for dismissal.

114. The question is whether the respondent acted reasonably in all the circumstances in treating that reason as sufficient to justify dismissal, having regard to equity and the substantial merits of the case. In my judgment, it did not. The respondent's reliance upon the final written warning was unreasonable because that warning was issued following a disciplinary process which I have found to be fundamentally flawed. The respondent relied upon an unimplemented social media policy when determining whether the claimant had committed misconduct, the seriousness of that misconduct and the outcome. Further, and relevant to a misconduct dismissal, it provided no training to staff about its expectations with reference to the use of social media and the social media policy.

115. Matters were compounded by the respondent's subsequent handling of the claimant's grievance and appeal. I have found that the respondent failed properly to investigate or address the claimant's complaints regarding her treatment and thereby breached the ACAS Code of Practice.
116. The respondent then commenced a further disciplinary process and reminded the claimant that she remained subject to a final written warning and that dismissal was a possible outcome. I have found that the allegations underpinning that investigation were, at best, tenuous. In those circumstances, any decision to dismiss would have been influenced by an unfair final written warning and by allegations that had not been shown to amount to serious misconduct.
117. I am not satisfied that dismissal fell within the range of reasonable responses open to a reasonable employer. Nor am I satisfied that a reasonable employer, acting fairly, would have treated the matters relied upon by the respondent as a sufficient reason to dismiss. A conduct dismissal would have been unfair. Equally, given my findings that the claimant resigned in response to the respondent's repudiatory conduct, I find that her constructive dismissal was unfair.
118. The complaint of unfair dismissal is well-founded. The claimant was unfairly dismissed.
119. I will determine whether there are any uplifts or deductions at the remedy hearing.

Approved by:
Employment Judge E Davey

9 September 2026

JUDGMENT SENT TO THE PARTIES ON
22 September 2026

FOR THE TRIBUNAL OFFICE

Notes

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

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/