



When a change in desk can become a change in job

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The Watford Employment Tribunal (“**Tribunal**”) recently reminded us that small workplace gestures can carry big legal consequences.

In [Mr N Walker v Robsons \(Rickmansworth\) Ltd: 3311699/2023](#), the Tribunal upheld a claim of constructive unfair dismissal and awarded £21,411.29 in compensation. The case turned on a series of events that, while seemingly minor in isolation, collectively breached the implied term of trust and confidence (“**Implied Term**”).

Nicholas Walker (“**Walker**”) was employed as a branch manager of Robsons Limited (“**Robsons**”) Chorleywood branch, until his resignation on 8 June 2023.

Walker’s claim was based on the cumulative impact of the following:

1. A proposed contract amendment regarding Walker’s commission structure for the following year being left on his chair without discussion;
2. An instruction to sit at a middle row desk following a move to Robson’s Rickmansworth branch, which Walker perceived to be a demotion (given that the back row desk was traditionally reserved for the branch manager);
3. Daniel Young (“**Young**”), Director of Sales, shouting and swearing at Walker when he said, *“I can’t believe a f---ing 54-year-old man is making a fuss over a desk”* and then threatening Walker with disciplinary action if he did not sit at the middle row desk;
4. Appointing a successor to Walker’s current branch manager role without prior discussion;
5. Failure to inform Walker that following the move he would share the branch manager position with a more junior colleague, Matthew Gooder (“**Gooder**”); and
6. Failure to give Walker a job description in respect of move to the Rickmansworth branch.

Walker argued that these events together amounted to a breach of the Implied Term, entitling him to accept and resign in response to the breach.

The Tribunal found that claims 1 and 4 did not amount to a breach of the Implied Term. Regarding claim 1, the Tribunal found that while Robsons could have communicated more effectively regarding the proposed changes to the commission structure, the letter was an improvement from past practice. Regarding claim 4, Robsons had communicated with Walker regarding his successor’s appointment and Walkers had not articulated his claim as anything more than lack of communication.

The Tribunal upheld claims 2, 3, 5 and 6 concluding that they cumulatively breached the Implied Term and Walker was entitled to, and did, resign in response to this breach. The key findings include:

- Robsons failure to communicate the logistics regarding the move to the Rickmansworth branch, particularly that Walker would be sharing the branch manager position with Gooder.
- Walker being instructed about his seat allocation by Gooder, leading him to reasonably infer that Gooder was the branch manager and he would be the assistant manager branch manager, this being a demotion from his current position as branch manager.

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- Young's comments and conduct being likely to seriously damage the relationship of trust and confidence between the parties.

We should note that this is only a first level employment tribunal decision and may well be appealed so limited weight should be placed on the decision at this point.

Key takeaways

- UK decisions are not binding on the courts and tribunals in the Channel Islands. However, they are persuasive, particularly in an employment context.
- Communication is key – timely and transparent communication about changes to a role, reporting lines or shared responsibility is essential.
- Employee concerns should be addressed with understanding and empathy. Dismissive or aggressive responses can escalate issues and erode trust.
- Seemingly trivial changes or events can cumulatively lead to legal liability.
- Small gestures in the workplace can signal bigger matters such as status, trust and recognition.



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