EMPLOYMENT TRIBUNALS

Claimant: Mr J Chitty

Respondent: G & S Valves Limited

Heard at: Reading **On:** 6 & 7 March 2023

Before: Employment Judge Shastri-Hurst

Representation
Claimant: Mr J Martin (FRU representative)
Respondent: Mr J Arnold (counsel)

JUDGMENT having been sent to the parties on 27 March 2023 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

Introduction

1. The claimant started work for the respondent straight out of school at the age of 15 on 14 August 1964, as a Machine Operator. His contract of employment came to an end on 30 September 2021.

2. The respondent is a small family business, founded in 1946. It specialises in manufacturing valves of all sorts, and is well respected within its industry.

3. By way of a claim form dated 29 December 2021, the claimant presented claims of:

   3.1. Unfair dismissal;
   3.2. Age discrimination;
   3.3. Breach of contract (notice pay);
   3.4. Holiday pay;
   3.5. Redundancy payment.

4. The claims are all defended by the respondent.

5. Issues have narrowed slightly since the beginning of this litigation. The age discrimination claim was dismissed on 8 August 2022 and, following

discussions during the course of this hearing, the holiday pay claim has been withdrawn and will be dismissed accordingly.

6. The remaining three claims, of unfair dismissal, notice pay and a redundancy payment all primarily revolve around one question: was there a dismissal in this case, or did the claimant resign?

7. Mr Martin of the Free Representation Unit ("FRU") represents the claimant and Mr Arnold (counsel) represents the respondent. I am grateful to them both for the professional and pragmatic manner in which they have dealt with this hearing. I note at this stage that the Tribunals are always grateful to FRU volunteers for giving their time to support their clients in the Tribunal.

8. I have in front of me a bundle of 247 pages, a witness statement from the claimant, and witness statements from Mr Grenside (AG), Managing Director and Ms Styles (SS), PA/Sales Administrator on behalf of the respondent. All three witnesses have given evidence and have been cross-examined. I am also grateful to the representatives for the agreed cast list and chronology. I heard oral submissions from both representatives, and also had sight of Mr Arnold's written closing submissions.

Preliminary issue

9. An application was made by the claimant for Mr Watt (a CAB representative) to give evidence, a witness statement having been served on the morning of the final hearing.

10. I questioned Mr Watt's involvement in the CAB meetings for which I have notes in the bundle. The claimant informed me that Mr Watt had been at some, but not all, of the meetings recorded. Mr Watt would be able to confirm the contents of the notes of the meetings in which he had been in attendance, but could not comment on the accuracy of the notes of meetings at which he was not in attendance.

11. I determined not to admit the statement. In consideration of the balance of prejudice, the claimant suffered no real prejudice, given the contemporaneous notes were in the bundle. Further, Mr Watt could not confirm the accuracy of all the meeting notes in any event. The claimant is evidently in attendance, and so he could give me his account of the CAB meetings.

12. Turning to the prejudice suffered by the respondent if I were to admit the statement: there is limited prejudice, however there is some. Namely, the statement was presented long after exchange was supposed to occur. This means that the respondent has not had much time to consider to the statement or discuss it with its legal team.

13. Considering the statement's limited evidential value, and the balance of prejudice, I rejected the application to admit this statement.

Issues

14. The issues in this case were helpfully discussed and agreed upon at a case management hearing on 18 October 2022. That list can be found at [67/68] of the bundle. For completeness, I set it out here:

Unfair dismissal

(1) Was the claimant dismissed, as alleged or at all:

a. *The claimant states that he was dismissed by Mr Andrew Grenside around late September 2021 (he says by not being offered his job back);*
b. *The respondent alleges that the claimant resigned during a meeting on 27 September 2021 and this was confirmed by letter of the same date, alternatively that the claimant's termination of employment was by agreement.*

(2) If so, was the claimant dismissed by reason of redundancy? The respondent does not put forward a reason for dismissal (including redundancy, as the claimant's job still existed).

(3) If the claimant's claim for unfair dismissal is successful, how much basic award compensation should he received?

(4) So far as the compensatory award is concerned:

a. *What financial losses has the claimant sustained following dismissal?*
b. *Has the claimant mitigated his losses?*
c. *Ought any compensation awarded to the claimant be reduced on just and equitable grounds?*
d. *Should the following be taken into account when assessing remedy and loss*
    i. *The alleged ex-gratia payment of £1,500 paid by the respondent to the claimant on termination as a goodwill gesture;*
    ii. *An alleged overpayment for holiday amounting to £780.16*
    iii. *Other.*

Redundancy payment

(5) Was the claimant dismissed by reason of redundancy?

(6) Is so, is the claimant entitled to a redundancy payment?

(7) If so, in what sum?

Notice pay

(8) The parties agree that the claimant is entitled to 12 weeks' notice.

(9) Was the claimant entitled to be paid notice pay (in particular was he dismissed or did he resign)?

(10) If so, in what sum?

Holiday pay

(11) What is the claimant's entitlement to holiday and how much holiday had accrued at termination?

(12) What payment for accrued holiday the claimant was entitled to at termination, including having regard to any payment by the respondent (the respondent alleges that no sum is due in light of the payment of £1,816.31)?

Law

Was there a dismissal?

15. In cases where there is a disagreement about whether there has been a dismissal, or resignation, the first matter to determine is what words were used, and whether those words were ambiguous or unambiguous.

Ambiguous words

16. If ambiguous words are used, the correct test is an objective test, and the tribunal must ask itself how a reasonable listener would have construed the words in all the circumstances of the case:

    16.1. The intention of the speaker is irrelevant – **B G Gale Ltd v Gilbert [1978] IRLR 453** and **Sothern v Franks Charlesly & Co [1981] IRLR 278**;

    16.2. The understanding of the listener is irrelevant – **Gale.**

Unambiguous words

17. The line of case-law relating to resignations by use of unambiguous words has been clarified in **Willoughby v CF Capital Ltd [2011] IRLR 985**:

> "The "rule" is that a notice of resignation or dismissal (whether oral or in writing) has effect according to the ordinary interpretation of its terms. Moreover, once such a notice is given it cannot be withdrawn except by consent. The "special circumstances" exception as explained and illustrated in the authorities is, I consider, not strictly a true exception to the rule. It is rather in the nature of a cautionary reminder to the recipient of the notice that, before accepting or otherwise acting upon it, the circumstances in which it is given may require him first to satisfy himself that the giver of the notice did in fact really intend what he had apparently said by it. In other words, he must be satisfied that the giver really did intend to give a notice of resignation or dismissal, as the case may be. The need for such a so-called exception to the rule is well summarised by Wood J in paragraph 31 of Kwik-Fit's case …."

18. In other words, where unambiguous words are used, we start with a subjective test, that the words used can be taken at face value. However, if there are special circumstances (such as high emotions, or words said in the heat of the moment) then the employer may need to seek clarification after a cooling off period as to whether the employee really intended to resign.

19. A resignation is the termination of a contract of employment by the employee. The contract will not actually come to an end until the employee has communicated his or her resignation to the employer, either by words or by conduct — **Edwards v Surrey Police 1999 IRLR 456, EAT**.

20. However, a resignation need not be expressed in a formal way and may be inferred from the employee's conduct and the surrounding circumstances — **Johnson v Monty Smith Garages Ltd EAT 657/79**.

If there was a dismissal – what was the reason?

21. It is for the respondent to prove the reason for dismissal. In this case, the respondent does not put forward a reason, as it argues that the claimant resigned. It is however open to the tribunal to make its own decision on the reason for dismissal, on the evidence before it.

22. If the reason is a potentially fair reason under s98 of the Employment Rights Act 1996 ("ERA"), then the question becomes whether, in the circumstances, the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee.

23. Here, the claimant argues that the reason for dismissal was redundancy, hence his claim for a redundancy payment. The definition of redundancy is found at s139 ERA

> 39 Redundancy
>
> (1) For the purposes of this Act an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to—
>
> (a) the fact that his employer has ceased or intends to cease—
> (i) to carry on the business for the purposes of which the employee was employed by him, or
> (ii) to carry on that business in the place where the employee was so employed, or
>
> (b) the fact that the requirements of that business—
> (i) for employees to carry out work of a particular kind, or
> (ii) for employees to carry out work of a particular kind in the place where the employee was employed by the employer,
> have ceased or diminished or are expected to cease or diminish.

24. It will only be if the claimant was dismissed, and the reason for dismissal was redundancy, that the claimant would be entitled to a redundancy payment.

Notice pay

25. It is common ground that the claimant was not paid notice pay.

26. This claim requires consideration of which party breached the employment contract first:

    26.1. If the claimant was dismissed, then the respondent would be in breach of that contract for failing to pay the claimant's notice pay;

26.2. If the claimant resigned, and gave no notice, then he would be in breach of the contract, by failing to give the required notice of his departure.

27. If the claimant resigned, then it is a question of whether he resigned without giving notice, which will be a question of fact as to what was communicated between the parties. It is common ground that the claimant did not work his notice period.

Findings of fact

28. The claimant commenced work for the respondent on 14 August 1964, at the age of 15, as a Machine Operator. He worked full time up to and beyond his retirement age of 65. In 2015, he asked if he could reduce his hours to part time, to 20 hours a week. This was agreed by the respondent, and took effect from 1 May 2015 - [111].

29. The claimant has been diabetic since around 2013, and has a stent, which was put in place following the effects of a virus, some time around March 2019.

30. The claimant worked without issue for many years, until Covid-19 hit in March 2020.

31. On Sunday 23 March 2020, the Prime Minister made an announcement that the national workforce should work from home if at all possible. On Monday 24 March, the claimant went into work, and bumped into AG and SS in the car park. A discussion took place in which it was agreed that, due to the claimant's age and health issues, he would be furloughed from work.

32. From 24 March 2020, the claimant received 80% of his pay, in line with the Covid-19 Job Retention Scheme. A letter reflecting the agreement between the parties was sent to the claimant from the respondent, which the claimant signed to show his agreement to being furloughed, on 30 March 2020 - [134]

33. Whilst on furlough, the claimant went to the Citizens' Advice Bureau ("CAB") on 11 August 2020, seeking advice about what would happen at the end of his being furloughed – [184].

CAB involvement and notes

34. At this juncture, I need to address the CAB notes and the claimant's evidence about these notes. On several occasions, the claimant was asked questions by both Mr Arnold and myself about the contents of these notes.

35. Regarding notes made in meetings that occurred before 27 September 2021, the claimant's evidence was that he did not know where all the information within those notes had come from. He told me that he did not know anything about any letters or advice from the CAB, prior to going to see them after the 27 September 2021 meeting with AG.

36. He was given the opportunity by Mr Martin to tell me about his memory of conversations he had with the CAB. His evidence related to going to the CAB after the meeting with AG on 27 September 2021. He told me that his main drive after 27 September 2021 was to understand his rights: to see whether he

could get any money from the respondent, and whether he would be entitled to more than the respondent had said he would be paid (his holiday pay and an ex gratia sum). In short, in evidence to me today, the claimant had no recollection of meetings with the CAB before 27 September 2021.

37. Where the claimant does not remember matters within the CAB notes, or his evidence on matters diverges from that within the CAB notes, I prefer the CAB notes, for the following reasons:

    37.1. The notes from the CAB are contemporaneous (they were made at or around the time of the meetings);

    37.2. Various different representatives from the CAB were involved in the claimant's case. They are objective and professional, and have no reason to make up information and add it into their notes. They have nothing to gain from doing this;

    37.3. Contrast this with the claimant's evidence. The claimant was asked about conversations that happened two to three years ago, conversations about which he made no note at the time: that is not a criticism, I would not expect him to make such a note, it is however a matter of fact. I find that his memory is not completely reliable. I point out that I do not doubt his credibility. In other words, I find that he has been honest in his evidence, and has tried to assist me, and has told me his account to the best of his recollection, however I am not satisfied that his recollection is particularly clear on historic matters. I base this on the following facts:

        37.3.1. he simply cannot remember discussing anything with the CAB before the 27 September 2021 meeting;

        37.3.2. he denies that certain things were said. For example, at [185], it is noted "[c]lient has been given advice from acquaintances and heard advice on the radio", and [197] "the client has got advice from friends who say that the government would pay for redundancy". The claimant's evidence on this is that he has not been given any advice from anyone other than the CAB and he does not know where these references have come from. It seems most unlikely to me that the CAB would add in information into their notes that was not true, or had no basis in fact;

        37.3.3. At no stage until the claimant's cross-examination has it been suggested by the claimant that the CAB notes are inaccurate. In fact, in his witness statement, the claimant relies on these notes: in his paragraph 9, he confirms that he went to the CAB in August 2020 to ask about his rights. On that point at least, he adopts the CAB notes as accurate.

38. I therefore find that the CAB notes are more reliable in their content, than the claimant's recollection of the discussions he had with the CAB.

Back to the chronology

39. On 11 August 2020, the claimant made his first visit to the CAB – [184]. It is recorded that the claimant attended to find out what his options would be at the end of the Covid-19 pandemic, and told the CAB that he was minded to ask for redundancy if his 20 hours a week were not available – [185].

40. On 20 August 2020, the claimant had his next meeting with the CAB – [184]. It is recorded that the "client attended to find out if we had managed to clarify his situation".

41. On 3 September 2020, a third meeting took place – [179]. It is recorded at [183] that "client is hoping to be made redundant". The CAB sent the claimant a letter following this meeting entitled "potential redundancy following furlough".

42. On 10 September 2020, the CAB sent the claimant another letter, having gone to obtain some expert advice. It is recorded that "your employer could keep you on the payroll...indefinitely" – [180].

43. There then appears to be a break until 30 April 2021 – [181]. This is actually a meeting between the CAB and the claimant's partner, in which she sets up a meeting for the claimant to "discuss employment position, still on furlough, considering retirement implications". The claimant told me that he is not sure why his partner would hold this meeting, and that he was not aware that she had done this. It strikes me as unlikely that the claimant's partner would arrange a meeting for him without any discussion with him. In any event, this is not a meeting that was arranged out of the blue: the claimant had sought advice from the CAB the year before, and was clearly still weighing up his options in April 2021: I note the CAB record states that the claimant "is still on furlough and is considering retirement options". I further note the respondent's evidence that it was common knowledge and factory rumour that the claimant wanted to retire on 6 April 2021, that being his birthday. This discussion between the CAB and the claimant's partner ties in with the timing of that rumour. I find that around April 2021, the claimant was considering his options, including retirement

44. In any event, a meeting took place between the claimant and the CAB on 5 May 2021 at which the claimant "wanted to discuss his furlough and redundancy situation" – [200]. At that meeting, next steps are recorded as "[c]lient to wait until furlough finishes to pursue redundancy with employer".

45. On 19 May 2021, the claimant and his partner attended the CAB for a joint meeting - [199]. The record states "[c]lient asked if we could draft a letter proposing that employer offers voluntary redundancy".

46. The next meeting with the CAB occurred on 27 September 2021, after the claimant's discussion with AG. I will return to those notes shortly.

27 September meeting between the parties

47. I have three witnesses' accounts about what happened during the discussion on 27 September 2021.I will summarise my view on their evidence.

<u>SS's evidence</u>

48. I find it is highly unlikely that anyone would come and perjure themselves for the sake of their employer. I note that SS's evidence is in support of AG's, but

AG's evidence would be sufficient for the respondent to present their case on the facts of the 27 September meeting. To take the risk of asking/requiring SS to lie simply to support the respondent's primary case from AG seems highly unlikely. Could SS be mistaken? I have heard evidence that there were only the three individuals in the room in question, and that it is a quiet room with no background noise. The claimant was only 4 metres away from SS, and SS accepts that she was paying particular attention.

49. I find it more likely than not that SS could clearly hear what was being said between the two gentlemen, even if the claimant had turned and was talking at a lower volume. Further, I accept her account of the conversation that took place between C and her on 27 September. I note that this evidence was not challenged.

AG's evidence

50. AG seemed clear and consistent in his evidence. He gave the same evidence under cross-examination as he did in his witness statement about the content of the meeting on 27 September 2013, and on other matters.

C's evidence

51. Unfortunately, I found the claimant to be an unreliable witness. The claimant has given inconsistent evidence between his witness statement and his evidence today. He has also given evidence that conflicts with the CAB notes of his meetings with them (I have already addressed that point).

52. I reiterate that I consider that the claimant tried, in his evidence, to assist the tribunal, but memories can be mistaken, and an honest witness can be mistaken in their recollection. This is the case here. I find that the claimant, however credible, is not a reliable witness.

53. I find that the claimant himself was confused about what happened in the meeting on 27 September, and may well not have made himself clear, or may well not have said exactly what he intended to say. I find that his recollection of events now is the recollection of how he thought the meeting had gone, which has only cemented in his mind as time has gone past.

54. From the CAB notes, I find that the claimant had, by the time of the 27 September 2021 meeting, decided that the best way forward would be to take a redundancy package. That would mean he would receive a pay out, and mean that he did not have to return to work. He went into the 27 September meeting assuming that redundancy would be the outcome.

55. I accept that he did not necessarily intend to formally resign. The note of the CAB meeting on 4 October 2021 at [196/197] supports that he did not intend to resign. However, in its wording that note also supports the fact that the effect of his words in the 27 September meeting were in fact resignation. The note states:

> "he had explained to his employer at a meeting on 27 Sept that he was not sure if he wanted to return to work after furlough and had asked about the possibility of voluntary redundancy...The client wants to get the best deal with finishing his

> employment and according to his own accounts he did not intend to resign from his job".

56. I do however find that he went into the meeting thinking he could get a redundancy package, and did not really understand, or misinterpreted, what AG said. I find that AG gave a clear indication that redundancy was not an option, as the claimant's job was still available, but that he would do a last check with accounts.

57. It seems now that the claimant, in retrospect, having left the meeting and had time to think on his way to the CAB, had the understanding that the question of what was to happen about his employment had not been finalized. He thought that the respondent was going to come back with a clear answer about redundancy, at which point the claimant would decide what his next step would be. This seems to be the position as recorded in the CAB record of the meeting on 27 September 2021 – [197]:

> "client said that he has been furloughed and his employer has asked him if he wants to continue working when the scheme ends. cl has enquired about voluntary redundancy and employer will send him details of this. Cl wants to discuss whether he should seek redundancy or not".

58. I find that it was only when confirmation came in black and white, in the form of the letter of 27 September 2021, that the claimant finally lost any hope that he could be made redundant and get a pay out.

59. However, on receipt of the respondent's letter setting out its understanding that the claimant had resigned (or retired), the claimant did nothing to dispel that belief. This is despite the CAB advising him on 4 October 2021 that he should contact the respondent direct, that the CAB could not do it for him, if he really had not intended to resign – [197].

60. The claimant's biggest concern throughout his involvement with the CAB and in his evidence to me was that he wanted to get a deal. His financial situation is poor, and he has my sympathies for that. He has attempted to find the route via which he could obtain a monetary settlement, thinking of all ways other than asking for his job back.

61. I also note the contents of the record of the CAB meeting on 23 December 2021 - [192/193]:

> "stopped work on 30.09.21...met with employer at the end of September employer failed to offer him continued work, cl asked about redundancy"

62. In light of my findings above, and taking my views of the witness evidence, and surrounding evidence into account, I find that the following conversation occurred between the claimant and AG on 27 September 2021:

    62.1. The claimant told AG that he was not sure he could come back to work because of his health issues, and that he will retire now;

    62.2. The claimant asked about redundancy and was told by AG that he did not believe this was possible, as his job was still there, but would check with the accounts department;

62.3. AG thanked the claimant for his long service.

63. The claimant then left that discussion and had a conversation with SS in which he discussed with her what he would do in his retirement.

64. There was no express discussion about notice period, but the claimant had indicated that he would "retire now". I find that AG said nothing to indicate to the claimant that he (the claimant) could not come back to work. The claimant's own evidence to me was that he understood within the first 5 minutes of his meeting with AG that he was not going to be offered his job back. When asked what it was that AG had said, or not said, that led him to that conclusion, the claimant told me that:

> I walked in and I thought he'd be more positive and say something like "nice to see you, when are you going to start back" - after a few minutes, he didn't say anything about "working on the machine", or "there's work for you to do". I realised he was shying away from offering my job back, and I realised he wasn't going to offer me my job back, he was keeping away from offering my job back. It looked straight away like he had arranged with himself he wasn't going to offer it back. I decided not to ask for my job back. I couldn't do anything about it. I only thought he would say "come back Monday and I'll have a job for you". That's when I said "can you give me redundancy". Then he said "I can't afford to pay you redundancy"

65. On the claimant's own evidence, therefore, the respondent said nothing explicit about the claimant not being allowed or able to return to work. Nor did AG say anything to suggest to the claimant that the job was still available for him but, likewise, the claimant did not ask for his job back. On the claimant's own case, the first thing that was said by either gentleman regarding his job was the claimant's own words to the effect of "I would like redundancy". This was the evidence the claimant gave today, and is also the evidence within paragraph 12 of his witness statement.

66. When one actually drills down into the claimant's evidence, his case is not that AG said anything about dismissal or ending the claimant's contract first. It was the claimant who instigated that discussion by asking for redundancy.

67. Again, on the claimant's own evidence, AG's answer to the question of redundancy was a flat "No", followed by "I'll see what I can do". The key point being that there was a "No" initially.

68. In summary, when the claimant left the 27 September meeting, he had been the one to mention terminating his contract (by mentioning redundancy).

Aftermath following the 27 September meeting

69. Following the 27 September meeting, the claimant went back to the CAB as I have already set out.

70. On that same day, AG dictated a letter to be sent out to the claimant confirming his understanding of their conversation – [148]:

> "you have mentioned that you do not feel that you will be able to return to work and have decided to resign".

71. Although I have heard evidence that this should have read “retire” instead of “resign”, that precise wording makes little difference, as the meaning of resign and retire is to bring the employment relationship to an end.

72. The claimant did not communicate with the respondent after 27 September. He did not contact the respondent to correct it, to say (for example) “there has been a terrible misunderstanding” or “no no, I just wanted to know if redundancy was an option before I decided what to do”. As I have already mentioned, this lack of communication was despite the CAB’s advice to contact the respondent.

73. Instead, the claimant contacted ACAS to start the ACAS early conciliation process on 20 October 2021. That process ended on 19 November 2021, and the claimant presented his claim form on 29 December 2021

Conclusions

Was there a dismissal?

74. Having found that the wording used by the claimant was that he was not sure he could come back to work because of his health issues, and that he’ll retire now, I need to first determine whether those words are ambiguous or unambiguous.

75. In my consideration, “I’ll retire now” is unambiguous. It is a clear statement of intent, indicating an immediate intent to retire.

76. In a case of unambiguous words, the test is that the words can be taken at face value, unless there are special circumstances in which case an employer may have to seek clarification as to whether the employee really meant the words used.

77. In this case, I find that there were no special circumstances. There was no pressure placed on the claimant to attend on 27 September. The claimant had attended the office to discuss his future of his own volition on that day, no pressure was applied by AG to attend the meeting, or to resign. This is also not a case in which there was an argument and words were said in the heat of the moment.

78. I therefore find that the respondent was entitled to accept the claimant’s words at face value, and was entitled to accept his resignation.

79. If I am wrong, and there were special circumstances, the surrounding circumstances continued to allow the respondent to accept the claimant’s resignation. The claimant had a conversation with SS straight after resigning in which he told her how he would spend his retirement. Further, on receipt of the respondent’s letter on [148], the claimant did nothing to alert it that there had been a misunderstanding.

80. I therefore again conclude that the respondent was entitled to accept the claimant’s words at face value, and accept his resignation.

81. In case I am wrong on the nature of the claimant’s words being unambiguous, I consider the situation if we apply the law relating to ambiguous words. The question in that scenario is what a reasonable listener would have understood

the claimant to have been saying, taking into account all the circumstances. The intention of the claimant and the understanding of the respondent are irrelevant.

82. On hearing the words "I'll retire now", I find that any reasonable listener would have understood the claimant to be resigning in order to retire. This is further cemented by the claimant's conversation with SS, and his failure to correct the respondent's letter of 27 September 2021 or in any way communicate to the respondent that he had not intended to resign.

83. I therefore conclude that the claimant clearly communicated his resignation to the respondent, bringing an end to his employment contract.

84. His claim of unfair dismissal therefore fails, as there was no dismissal.

85. His claim for a redundancy payment fails, as there was no dismissal by way of redundancy .On this issue, I find that the claimant's role still existed come September 2021, and so even if there had been a dismissal, it would not have been by reason of redundancy.

86. In terms of the claim for notice pay, I return to my findings of the words used, "I'll retire now". The claimant gave no indication that he was giving his employer notice of his intended departure, and made no indication that he would work out that notice period. Instead, the claimant used the word "now", and walked out of the office, and did not come back.

87. On those facts, I find that the claimant resigned without notice, and so is not entitled to notice pay. Technically, he was in breach of his contract by not giving the requisite notice period.

88. Therefore, the claimant's claim for notice pay fails.

89. I wish to highlight that this is an extremely unfortunate and sad case. The claimant had worked for decades, for his whole professional life, for the respondent. He did so with a clean record, and no issues at all: he was clearly a loyal and good employee. It is hugely regrettable that the working relationship came to an end in this way.

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Employment Judge Shastri-Hurst

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Date 27 July 2023

REASONS SENT TO THE PARTIES ON

28 July 2023

FOR THE TRIBUNAL OFFICE