



EMPLOYMENT TRIBUNALS

Claimant: WILLIAM ACHEAMPONG

Respondent: VEOLIA ES (UK) LTD

Heard at: London Central (via CVP)

On: 17/7/25

Before: Judge Dowling

Representation

Claimant: MS LANLEHIN (counsel)

Respondent: MS ZIELINSKA (counsel)

RESERVED JUDGMENT

1. This is a claim brought by Mr Acheampong for unpaid holiday pay pursuant to the Working Time Regulations 1998 and unpaid wages under s.13 Employment Rights Act 1996 outstanding on the termination of his employment with the Respondent, Veolia ES (UK) Ltd.
2. The claim is not well-founded and does not succeed.

Preliminary matters

3. Both parties were represented at the hearing and I clarified with the representatives the sums sought by the claimant. He claimed unpaid holiday pay of £640.40 for the period 16 to 20 March and unpaid wages for a period of sick leave between 1 and 28 March of £896.56. The respondent's case is that there is no outstanding sum which the claimant is entitled to under the contract.
4. There was a hearing bundle of 122 pages and a witness statement bundle of 13 pages. I was provided with an authorities bundle by the respondent. During the hearing I was provided with two phone screenshots of WhatsApp messages between the claimant and one of the respondent's witnesses. I have taken all of these into account

The hearing

5. The hearing was listed for one day on 17/7/25 and was conducted on CVP. I heard evidence from the claimant and from 2 witnesses on behalf of the respondent: Daisy Haywood, who is an employee relations specialist, and Lalea Gosset, an environmental manager and the claimant's line manager during his employment.
6. At the conclusion of the evidence I heard submissions from representatives from both parties and I reserved my decision.

REASONS

7. The claimant was engaged as an HGV Driver and his employment with the respondent began on the 14 of November 2022. He worked full time for the respondents and his initial hourly rate was £14.76. In October 2023 that was increased to £16.01.
8. On 3rd March 2024, during a period of leave the Claimant submitted his resignation via an email sent to his line manager Ms Gosset, which included the following sentence: *"I am writing to formally resign from my position as a driver at Veolia effective from March 1st 2024"* (the resignation email).
9. The claimant's evidence was that he understood that he was required to serve four-weeks' notice and that was the purpose of his email of 3rd March which would mean his employment ended on 29 March 2024.
10. The respondent's position was that the email of 3 March was termination of employment with immediate effect and the respondent proceeded on that basis.
11. It was not disputed that the claimant served notice of intention to resign by email of 3 March and it is not disputed that he did not work for the respondent after that date. The question for the tribunal was whether the claimant resigned with immediate effect or was he providing notice of resignation to take effect at a future date.
12. The claimant's evidence was that he intended *"to serve the full one-month notice period, ending on 29th March 2024. Ms. Gosset specifically advised me that serving a full one-month notice was the company's policy, and I agreed to comply with this directive. I intended to carry out this transition professionally and respectfully."*
13. However, the claimant failed to refer in the resignation email to a 4-week period of notice, or a future date at which his resignation would take effect. Instead he referred to resignation *"effective from March 1st 2024"*.
14. The respondent contends that the words used by the claimant are unambiguous and that in accordance with the decision *Sothorn v Franks*

Charle sly & Co IRLR [1981] 278 that there is no requirement of further inquiry.

15. Whilst there is some force in that submission, I consider it not beyond argument that there was potential ambiguity in the resignation email and that it is necessary to examine the context in which the resignation email was provided and the evidence of the parties on what took place thereafter to ascertain the true position.
16. Ms Gosset's evidence was that she took the resignation email at face value and understood the claimant's resignation was with immediate effect. She then followed standard practise by forwarding the resignation to the respondent's administration team.
17. Ms Haywood stated it was not uncommon for an employee to resign with immediate effect. It was submitted on behalf of the respondent that the respondent was entitled to take the words used by the claimant at face value and it was not incumbent upon it to undertake a fact-finding exercise to go behind the words used or assess the motivation of the employee.
18. The claimant's understanding was that he was required to provide four weeks' notice of resignation. The claimant said his belief was based on a conversation he had with his manager, Ms Gosset, and in his witness statement he stated that "*Ms. Gosset specifically advised me that serving a full one-month notice was the company's policy*".
19. In cross-examination the claimant stated that the conversation with Ms Gosset had been some months before the resignation email.
20. Ms Gosset addressed this in both her witness statement and in her oral evidence to the tribunal. In her witness statement Ms Gosset stated that "*the Claimant had previously asked me a generic question about notice periods at Veolia generally. To which, I responded that it was usually 4 weeks, but that I would need to check on an individual basis. I followed up with this at the time to confirm whether he was asking about the notice period because he was planning to resign. The Claimant confirmed that it was not for him, therefore no further enquiries were made into his specific notice period.*"
21. Her oral evidence to the tribunal was that the conversation took place 4 to 5 months before the claimant sent his resignation email. She confirmed that she had indicated in response to the Claimant's question that 4 weeks was the typical notice period, but it depended on the situation for the individual.
22. Whilst the claimant's evidence was that Ms Gosset had not said that it was dependent on the position of the individual, I was satisfied that Ms Gosset's account of the conversation was accurate. I found she was clear and consistent in her evidence that she had not specifically advised the claimant that serving a full one-month notice was the company's policy and that the conversation was of a general nature, not specific to the claimant and had no contractual effect.

23. The claimant accepted that the contract of employment included in the bundle is his contract. The particulars of employment provide that the notice period required by either the company or the employee to terminate the employment is *“(a) one week’s notice if you have been continuously employed for up to 2 years and (b) one week’s notice for each completed year of employment from two completed years up to a maximum of 12 weeks’ notice”*. The claimant was in the second year of his employment with the respondent when he gave notice of resignation and was therefore contractually required to provide one week’s notice of resignation in accordance with sub-clause (a).
24. When asked if he had checked the written contract to ascertain the position, he said that he had not been able to find his copy of the contract.
25. Having received the claimant’s resignation and processed it as described above, Ms Gossett emailed the claimant on 5 March to confirm that the resignation had been processed. She asked the claimant to return his uniform. The claimant did not challenge the request to return his uniform and did not say that he would need it to work his notice period.
26. Ms Gossett’s evidence was that the claimant returned his uniform to David Quigley (one of the claimant’s colleagues), as requested, on 7 March 2024. The uniform was then passed to her, and she confirmed this in an email on the same day to the administration team, a copy of which is in the bundle.
27. The claimant denied that he returned his uniform on 7 March and said it would not have been possible for him to do so as he was out of the country at that time. However he had not produced any evidence to show that he was out of the country at the time, despite having seen the respondent’s bundle, including Ms Gossett’s statement and the email of 7 March which states that the Claimant had returned his uniform.
28. An email from the Administration team of 5 March 2024 to Ms Gossett states that if the claimant failed to return his uniform he would have deducted £100 from his final pay. The Pay slip provided by the respondent shows that no such penalty was deducted and the claimant accepted this.
29. The contemporaneous documents support Ms Gossett’s account that the claimant returned his uniform on 7 March and I find her evidence on this issue to be accurate.
30. I find that returning his uniform on the 7 March was inconsistent with the claimant’s case that he expected to complete his duties up until the 28 of March.
31. The claimant said in cross-examination that he called Ms Gossett when he returned to the UK on 16 or 17 March to give her advance notice that he would not return to work on 21 due to illness. There was no reference to this in his written witness statement and no evidence of this in the material before the tribunal.
32. Ms Gossett’s evidence was that this was not accurate and that any call that she had with the claimant regarding sickness absence was in

February when she had sent him the document he would be required to complete for a period of sickness absence between 14 and 20 February. In cross examination she said she was surprised to receive a fit note from the claimant on 20 March as the respondent had already processed his resignation by that time.

33. I found the claimant's evidence on this to be unreliable as it is unlikely that he would make inquiries of his employer about being signed off sick 4 days before he was, on his account, due to return to work whereas Ms Gosset's evidence was consistent with the other material before the tribunal.
34. I find that following the receipt of the claimant's resignation the respondent waived its right to the contractual notice period of one week and treated the termination date as 1 March. It was entitled to do so. It calculated any outstanding payment due to the claimant and paid him £1,293.76 in respect of 10.36 days accrued and untaken annual leave which was a full account of any sums due to him.
35. I find that the claim for unpaid holiday pay and unpaid wages are unfounded and that the claimant's claim fails.

Approved by:

Employment Judge Dowling

4/8/25

JUDGMENT SENT TO THE PARTIES ON

11 August 2025

.....
FOR THE TRIBUNAL OFFICE