EMPLOYMENT TRIBUNALS

Claimant: Mr Geraint Wyn Jones

Respondent: Towyn Development Co Limited

Heard at: Aberystwyth **On:** 20/21 October 2025

Before: Employment Judge G Hughes

Representation

Claimant: Mr Owain James (Counsel)
Respondent: Mrs Sarah Harty (Counsel)
Interpreter: Mr Aled Job (Welsh)

JUDGMENT having been sent to the parties on 6th November 2025 and written reasons having been requested in accordance with Rule 60(4)(b) of the Employment Tribunal Procedure Rules 2024, the following reasons are provided:

REASONS

Introduction

1. By a claim form presented on the 30th August 2024 following a period of early conciliation with ACAS between the 20th June 2024 and the 31st June 2024, the Claimant complained of unfair dismissal, wrongful dismissal (although the Claimant accepted that he had been paid four weeks' notice), a redundancy payment, and holiday pay, by way of an unlawful deduction from wages claim.

2. The Claimant was employed by the Respondent, as a Farm Worker from 1st March 1998. The Claim was about the termination of the Claimant's employment and whether he was expressly dismissed by the Respondent.

3. The Claimant contended that he was dismissed on the 3rd April 2024 by Mr Geraint Owen. The Respondent's defence was that the Claimant was not dismissed at all but resigned on the 2nd April 2024. There was no alternative defence that there was a fair reason for dismissal.

4. At the outset of the hearing, the parties agreed, by consent, that:-

   4.1 in respect of the Unlawful Deduction of Wages (Holiday Pay) claim, that the Claimant was entitled to be paid for holidays not taken and outstanding at the point of termination of his contract, being 8 days, calculated at the rate of £69.26 per day, totaling **£554.08 gross**. The Claimant is responsible for paying any tax or National Insurance; and

   4.2 in respect of the Wrongful Dismissal claim, that the Claimant was entitled to 12 weeks statutory notice, and will be paid 8 weeks, being the difference between the statutory notice period and the 4 weeks already paid, this being calculated at the rate of £484.80 per week, for a period of 8 weeks, totaling **£3,878.40 gross**. The Claimant is responsible for paying any tax or National Insurance.

5. This left the remaining claim of Unfair Dismissal for the Tribunal to decide. The key issue for determination therefore was whether the Claimant was dismissed or whether he resigned. It is only, if, as a matter of law, the Claimant was dismissed, the issue of whether the dismissal was fair or unfair would arise. It was not in dispute that the Claimant's contract came to an end, what was in dispute was whether it ended by way of the Claimant's resignation or dismissal.

6. A Welsh interpreter was present at the hearing, but was released at the end of the first day (20th October 2025) by way of agreement between the parties, as all witnesses gave evidence through the medium of English.

Issues

7. I agreed with the parties the issues for me to decide at the hearing, which were as follows:-

   7.1 **Termination of employment**

      7.1.1 Did the Claimant resign or was he dismissed by the Respondent?

      7.1.2 If the Claimant resigned, on what date did his employment terminate?

      7.1.3 If the Claimant was dismissed, on what date did his employment terminate?

   7.2 **Unfair dismissal**

7.2.1 If the Claimant was dismissed, what was the reason or principal reason for dismissal?

7.2.2 Was it a potentially fair reason?

7.2.3 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?

7.2.4 The Tribunal's determination whether the dismissal was fair or unfair must be in accordance with equity and the substantial merits of the case.

7.2.5 If the reason was misconduct, the Tribunal will usually decide, in particular, whether:

7.2.5.1 there were reasonable grounds for that belief;

7.2.5.2 at the time the belief was formed the Respondent had carried out a reasonable investigation;

7.2.5.3 the Respondent otherwise acted in a procedurally fair manner;

7.2.5.4 dismissal was within the range of reasonable responses.

7.2.6 If the reason was redundancy, the Tribunal will usually decide, in particular, whether:

7.2.6.1 The Respondent adequately warned and consulted the Claimant;

7.2.6.2 The Respondent adopted a reasonable selection decision, including its approach to a selection pool;

7.2.6.3 The Respondent took reasonable steps to find the Claimant suitable alternative employment;

7.2.6.4 Dismissal was within the range of reasonable responses.

7.3 **Remedy for unfair dismissal**

7.3.1 If there is a compensatory award, how much should it be? The Tribunal will decide:

7.3.1.1 What financial losses has the dismissal caused the Claimant?

7.3.1.2 Has the Claimant taken reasonable steps to replace their lost earnings, for example by looking for another job?

7.3.1.3 If not, for what period of loss should the Claimant be compensated?

7.3.1.4 Is there a chance that the Claimant would have been fairly dismissed anyway if a fair procedure had been followed, or for some other reason?

7.3.1.5 If so, should the Claimant's compensation be reduced? By how much?

7.3.1.6 Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply?

7.3.1.7 Did the Respondent or the Claimant unreasonably fail to comply with it?

7.3.1.8 If so, is it just and equitable to increase or decrease any award payable to the Claimant? By what proportion, up to 25%?

7.3.1.9 If the Claimant was unfairly dismissed, did they cause or contribute to dismissal by blameworthy conduct?

7.3.1.10 If so, would it be just and equitable to reduce the Claimant's compensatory award? By what proportion?

7.3.1.11 Does the statutory cap of fifty-two weeks' pay or £105,404 apply?

7.3.2 What basic award is payable to the Claimant, if any?

7.3.3 Would it be just and equitable to reduce the basic award because of any conduct of the Claimant before the dismissal? If so, to what extent?

8. Whilst the issues for determination as set out were agreed, it was noted that the Respondent confirmed that they would not be arguing fair reason for dismissal, they would be arguing that there was no dismissal.

Witnesses

9. I heard the claim on the 20th and 21st October 2025. The Claimant was represented by Mr Owain James of Counsel, and the Respondent's representative was Mrs Sarah Harty of Counsel. I heard evidence from the Claimant himself, and Mr Geraint Owen and Mrs Bethan Parry for the

Respondent. I considered documents from an agreed 117-page electronic Bundle of Documents which the parties introduced in evidence. The Claimant produced his witness statement in Welsh and English.

Findings of Fact

10. The relevant facts are as follows. Where I have had to resolve any conflict of evidence, I indicate how I have done so at the material point. Reference to page numbers are to the agreed Bundle of Documents, in electronic format.

11. The Claimant, Geraint Wyn Jones, began employment with Kingsford Holiday Camp Limited as a farm worker in spring 1998.

12. The Claimant's employment transferred to Towyn Development Co Limited on or about the 17th September 2023.

13. The Claimant worked primarily on Sandilands Farm, and had 26 years of continuous service with the Respondent and its predecessor companies.

14. The Claimant's role involved general farm work, including livestock care and maintenance of farm facilities. The Respondent operated four farms, a caravan park, and visitor facilities.

15. There was consensus that the Claimant was hard working, with a clean employment record, and had been a loyal employee.

16. On the weekend of the 29th March to the 1st April 2024, the Claimant worked on the Friday, Saturday, and Sunday. For context, the 29th March 2024 was Good Friday.

17. The first disputed fact between the parties took place on Sunday the 31st March 2024, where the Respondent, and I refer to Mr Geraint Owen in this instance, asserts that he informed the Claimant, in person, specifically in a shed at Sandilands, that he was not required to work on Monday the 1st April 2024. Mr Geraint Owen gave evidence that the Claimant acknowledged the instruction. The Claimant asserts that this event did not take place.

18. The reason for this instruction was argued to be the outcome of a meeting which the Respondents state they hold annually, towards the end of March, to discuss financial budgets for the upcoming year. The Respondent's assertion was that paying the Claimant double time to work on Monday the 1st April 2024 was outside of their financial remit. I have no reason to dispute that such an annual meeting takes place, however, such a family meeting towards the end of March 2024 would be to discuss the financial budget for the upcoming financial year 6th April 2024 to the 5th April 2025. That particular financial year post dates the facts in dispute in this case.

19. I found the evidence of Mr Geraint Owen and Mrs Bethan Parry to be inconsistent, and contradictory as to whether the Claimant's attendance at work on the 1st April 2024 was discussed or covered as part of the said family meeting, or whether a separate discussion was had before or after the said meeting. Inconsistent evidence was given where Mr Geraint Owen confirmed

that the Claimant's attendance at work on the 1st April 2024 was discussed at the said family meeting, and Mrs Bethan Parry said otherwise. It is unclear when precisely the Claimant's attendance at work on the 1st April 2024 was discussed, however I accept that such a decision or discussion took place at some point in time.

20. During cross-examination, the Claimant was questioned about a telephone call made by Mr Geraint Owen to the Claimant on the morning of the 31st March 2024, and the Claimant confirmed that a telephone call took place, a record of which can be seen on page 57 of the Bundle. There was no evidence in front of me to suggest that the Claimant's attendance at work on the 1st April 2024 was discussed during that telephone conversation.

21. As to whether Mr Geraint Owen mentioned the requirement for the Claimant not to attend work on the 1st April 2024, in person on the 31st March 2024 however seems reasonably possible, or at the very least, Mr Geraint Owen believed that he told the Claimant not to attend work, because both parties agree that on the 1st April 2024, Mr Geraint Owen telephoned the Claimant (a point which was not in dispute) and told the Claimant that he had told him the previous day not to come in. This can be seen at paragraph 8 of the Claimant's witness statement, and paragraph 15 of Mr Geraint Owen's witness statement.

22. On the 1st April 2024, being the bank holiday Monday, the Claimant turned up to work. It was agreed that Mr Geraint Owen telephoned the Claimant that morning. The events and words used during that telephone call are in dispute, although it is not disputed that the Claimant was told that he should not be in work that day during the said telephone conversation. The Claimant gave evidence that Mr Geraint Owen said the farm was not making enough money, making a loss, and it was the Claimant's evidence that I prefer on this point. During cross examination, Mr Geraint Owen's evidence differed to that contained in his witness statement. I note the Claimant's assertion that the tone was unfriendly, with Mr Geraint Owen accepting during cross examination that he was annoyed when making the call. The Claimant left work soon after this telephone call.

23. During cross-examination, it was put to the Claimant that he liked working overtime due to the additional pay which accompanied. The Claimant confirmed that this was the case, as it assisted with the payment of bills. I accept the Claimant's evidence that he was not "annoyed" by the loss of double time pay, but that he was, as stated during evidence, unhappy with the way he was spoken to.

24. On the 2nd April 2024 (the Tuesday), a telephone call was held between the Claimant and Mrs Bethan Parry. There was disagreement between the parties as to whether the Claimant handed in his notice during that telephone call. During cross examination, the Claimant admitted that he wasn't happy with the way he was spoken to by Mr Geraint Owen the previous day, felt like a second-class citizen and considering his 26 years' service, and deserved more respect.

25. The Claimant stated that he made enquiries relating to his notice period, if he wanted to leave.

26. Mrs Bethan Parry during cross examination stated that the Claimant explicitly said the words, in Welsh “Dwi isho rhoi notice i fewn.” The direct translation of those words would be “I want to put in a notice” but in the context of a resignation, the words could reasonably be interpreted as translated to “I want to hand in my notice.” I do however note that these words are not mentioned in the witness statement of Mrs Bethan Parry, and therefore I place little weight on the recollection of the precise words used.

27. The words used by the Claimant during that particular telephone conversation on the 2nd April 2024 could have been a threat of intended resignation, possibly in anger because of the conversation that took place the previous day. However, of importance in my findings of fact is that the conversation between the Claimant and Mrs Bethan Parry did lead to Mrs Bethan Parry passing a message on to Mr Geraint Owen, that very same day, that the Claimant had resigned. I accept that Mrs Bethan Parry did pass this message on, in genuine belief that the Claimant had resigned, correctly or incorrectly.

28. During cross examination, Mr Geraint Owen stated, and I accept his evidence, that he told his sister Mrs Bethan Parry that he would speak to the Claimant the following day, so there was a cooling off period. This is a sensible approach to take by any Employer in such circumstances.

29. Some time was taken during the cross examination of Mrs Bethan Parry relating to the notice period the Claimant stated he queried during the said telephone call with Mrs Bethan Parry. I accept that Mrs Bethan Parry did not know the precise notice period required and did not investigate it further because events unfolded the following day.

30. On the 3rd April 2024, the Claimant attended work as normal. This was not disputed, and neither was it disputed that Mr Geraint Owen approached the Claimant whilst the Claimant was on the telescopic handler. What was in dispute were the words used by Mr Geraint Owen when approaching the Claimant, and the response by the Claimant. The conversation that took place that morning was crucial to the determination of this case.

31. I accept that Mr Geraint Owen believed that the Claimant had resigned as a result of the information passed over to him the previous day by Mrs Bethan Parry, and that formed the basis of the conversation that took place on the 3rd April 2024.

32. Based on my findings in respect of events that took place on the 2nd April 2024 above, it is entirely plausible that Mr Geraint Owen approached the Claimant on the 3rd April 2024 to enquire about his notice, as that was the information relayed to him by his sister Mrs Bethan Parry. By that I mean that it is sensible to assume that Mr Geraint Owen was seeking clarity surrounding the information he had received about the Claimant handing in his notice.

33. I prefer the evidence of Mr Geraint Owen, as detailed in paragraph 20 of his witness statement, as being more credible. I accept that the conversation initially surrounded the notice Mr Geraint Owain believed, correctly or incorrectly, the Claimant verbally communicated the previous day. It is

reasonable to believe that Mr Geraint Owen wanted clarity on matters based on the information relayed to him by Mrs Bethan Parry.

34. It is telling that at no point did the Claimant assert during that conversation that he had not resigned, even if I were to accept the evidence given by the Claimant. I have no evidence to suggest that the Claimant responded in any way to state that he did not want to resign, or leave (if the words used during the conversation were as per the Claimant's witness statement – par 12).

35. I have asked myself what would a reasonable employee do, on hearing the words (if indeed spoken), and I quote from the witness statement of the Claimant at paragraph 12 – "I hear you want to leave", if they did not want to leave? My finding on this point is that a reasonable employee would challenge the assertion, or at the very least clarify what his intentions were. None of that took place.

36. I therefore prefer the evidence of Mr Geraint Owen, when detailing the response given by the Claimant when responding to the question put to him, when the words "Yes I have" were used. This can be seen at paragraph 20 of Mr Geraint Owen's witness statement. I accept this as evidence as confirmation of the Claimant's resignation, and more importantly Mr Geraint Owen's understanding that the Claimant was and had resigned. These words were not ambiguous. Although this would be Mr Geraint Owen's understanding, a reasonable bystander would have understood the Claimant to have been resigning by making such comments.

37. Following the initial conversation mentioned above, what followed was a disagreement between the Claimant and Mr Geraint Owen relating to leaving the workplace immediately and payment of notice pay. Whilst I have considered these events, I do not find that they have an impact on my determination that the Claimant had given notice of resignation.

38. The following day, a letter was sent by the Respondents, to the Claimant dated the 4th April 2024. It was received by the Claimant on the 5th April 2024 and can be seen at page 64 of the Bundle.

39. This letter was issued after Mr Geraint Jones obtained advice from a friend, the same friend assisting with the drafting of the letter.

40. The said letter confirmed the Claimant's resignation and requested that the Claimant responded to confirm his agreement with the same. I find that it is telling that the Claimant did not respond to the letter at all. If the Claimant had not resigned, it would be reasonable for the Claimant to respond in such circumstances. It was established during cross examination that the Claimant understood that the letter stated that he had resigned, which was the genuine belief of the Respondent, based on the events that had occurred.

Submissions

41. At the conclusion of the evidence, each party made oral submissions.

42. Mrs Harty for the Respondent, by way of summary asked the Tribunal to find that:-

42.1 The Respondents were honest and direct in their evidence. Whilst there may be inconsistencies in some parts of evidence, those differences did not go to the heart of the issue to be determined.

42.2 The Claimant struggled during cross examination, especially when asked why he didn't respond to the letter dated the 4th April 2024.

42.3 The Claimant's argument that he had 3 months to respond to the letter following advice from a lawyer was "ridiculous", as no lawyer would give that advice as it is factually incorrect.

42.4 Any reasonable person would have responded to the letter dated the 4th April 2024 if they had not resigned.

42.5 Mr Geraint Owen, during the in person conversation with the Claimant on the 31st March 2024 did inform the Claimant not to attend work the following day, despite the Claimant's denial.

42.6 The Claimant was annoyed with Mr Geraint Owen and his loss of opportunity to receive double pay, and as a result he handed in his notice to Mrs Bethan Parry during the telephone conversation of the 2nd April 2024.

42.7 Mrs Bethan Parry's evidence was clear, and the Claimant used the word notice.

42.8 The Claimant has nobody to corroborate his evidence.

42.9 The Claimant confirmed to Mr Geraint Owen on the 3rd April 2024 that he had handed in his notice.

42.10 The Claimant had threatened to resign previously, and Mr Geraint Owen rightly gave the Claimant a cooling off period before speaking to him on the 3rd April 2024. There had been no prior issues in the working relationship, which makes it even more unlikely that Mr Geraint Owen wanted to dismiss the Claimant.

42.11 At no point on the 3rd April 2024 did the Claimant contest the words of Mr Geraint Owen. The words used by the Claimants were one of giving notice.

42.12 When challenged during cross examination, the Claimant could not offer any reason as to why the Respondent would want to dismiss him.

42.13 The only written evidence available is the letter dated the 4th April 2024, and critically the Claimant did not respond to that letter. It is common sense that the Claimant should've responded to that letter if he had not resigned. No legal advisor would advise that the Claimant had 3 months to respond to the letter. At best, any lawyer would advise that the Claimant had 3 months to present a claim. The whole point of the letter was to confirm what the true intentions were. The fact that the Claimant did not respond lends credence to resignation.

42.14 The Claimant had two opportunities to clarify his position if he had not resigned, the first during the conversation that took place between the Claimant and Mr Geraint Owen on the 3rd April 2024, and the second when he received the letter dated the 4th April 2024.

43. Mr James on behalf of the Claimant, by way of summary asked the Tribunal to find that:-

43.1 The words used by the Claimant were clearly not capable of amounting to a resignation.

43.2 The Tribunal should consider the case of **FLR v Chandran [2023] EWHC 1671 Par 16 (sub par 8)** which deals with the limits of human memory. The Tribunal should be wary of "story-creep" as memory fades and accounts are repeated. Mr Geraint Owen gave evidence that his memory was better during the hearing than it was when his witness statement was prepared some ten months ago.

43.3 The Claimant was comfortable and confident whilst giving evidence, forthcoming with his explanations, whereas Mr Geraint Owen appeared confident, but was inconsistent.

43.4 The Claimant was credible and was raising issues about notice, he was asking if I leave what is my notice? If a fictitious story, why have it in evidence that he was asking about notice. It was a credible and honest account.

43.5 The Respondents did not know what the notice period was. The Claimant's version of events is credible and fell short of resignation, it was a case of the Claimant asking for confirmation of the position.

43.6 This was not a heat of the moment resignation.

43.7 There was no proper reasonable or objective basis to understand that the Claimant had resigned during the telephone conversation with Mrs Bethan Parry on the 2nd April 2024.

43.8 The Respondents were inconsistent in their evidence, with matters mentioned during cross examination that did not form part of their witness statements, especially references to the Claimant's alternative employment prospects.

43.9 The conversation that took place between the Claimant and Mr Geraint Owen on the 3rd April 2024 can't be because the Claimant's already resigned. It is because either Mr Geraint Owen wanted the Claimant to leave or because he mentioned that he was considering his position.

43.10 There is sharper focus in the Claimant's recollection of events.

43.11 Paying the Claimant double time for the 1st April 2024 was a significant matter for the Respondents, which was discussed by all siblings.

43.12 The Respondents provided contradictory evidence as to how the letter dated 4th April 2024 came about. Who wrote it? Who typed it? Whilst only a peripheral issue, it is an obvious example of contradictory evidence. The letter does not take the matter any further. It doesn't ask for a response, it asks for agreement, and the Claimant was not in agreement. The Claimant responded differently after 26 years of service, and the Claimant was entirely reasonable.

43.13 The Claimant spoke to Citizens Advice Bureau and took legal advice. The letter dated 4th April 2024 does not support the suggestion that the Claimant resigned.

43.14 The Claimant was dismissed on the 3rd April 2024.

Relevant Law

44. Where there is dispute about whether an employee was dismissed, the burden of proof is on the Claimant. Whether there has been a dismissal is a matter of objective determination by the Tribunal in the light of all the circumstances. The Tribunal must consider whether it was more likely than not that the contract was terminated by dismissal, rather than resignation.

45. When words or actions give rise to ambiguity, whether by their nature or because of the circumstances in which they took place, the test as to whether ostensibly ambiguous words amount to a dismissal or a resignation is an objective one, meaning I must consider surrounding circumstances.

46. If, after such consideration, the words are still ambiguous, I would ask myself how a reasonable employer or employee would have understood them in the circumstances. Any ambiguity is likely to be construed against the person seeking to rely on it.

47. When considering all the circumstances, I should consider events both preceding and subsequent to the incidents in question and take account of the nature of the workplace in which the misunderstanding arose.

48. The same objective test applies to when the ambiguity occurs in correspondence between employer and employee. When an employee has received an ambiguous letter, the interpretation should not be a technical one, but should reflect what an ordinary, reasonable employee would understand by the words used. The letter must be construed in the light of the facts known to the employee at the date he receives the letter.

49. There is not generally any problem when unambiguous words are used, where they are not said in a situation of anger or heightened emotion or whether there are other relevant circumstances.

50. The EAT in ***Omar v Epping Forest District Citizens Advice [2023] EAT 132, [2024] IRLR 92,*** set out helpful guidance.

"*(a) There is no such thing as the 'special circumstances exception'; the same rules apply in all cases where notice of dismissal or resignation is given in the employment context.*

(b) A notice of resignation or dismissal once given cannot unilaterally be retracted. The giver of the notice cannot change their mind unless the other party agrees.

(c) Words of dismissal or resignation, or words that potentially constitute words of dismissal or resignation, must be construed objectively in all the circumstances of the case in accordance with normal rules of contractual interpretation. The subjective uncommunicated intention of the speaking party is not relevant; the subjective understanding of the recipient is relevant but not determinative.

(d) What must be apparent to the reasonable bystander in the position of the recipient of the words is that: (i) the speaker used words that constitute words of immediate dismissal or resignation (if the dismissal or resignation is 'summary') or immediate notice of dismissal or resignation (if the dismissal or resignation is 'on notice') – it is not sufficient if the party merely expresses an intention to dismiss or resign in future; and (ii) the dismissal or resignation was 'seriously meant', or 'really intended' or 'conscious and rational'. The alternative formulations are equally valid. What they are all getting at is whether the speaker of the words appeared genuinely to intend to resign/dismiss and also to be 'in their right mind' when doing so.

(e) In the vast majority of cases where words are used that objectively constitute words of dismissal or resignation there will be no doubt that they were 'really intended' and the analysis will stop there. A tribunal will not err if it only considers the objective meaning of the words and does not go on to consider whether they were 'really intended' unless one of the parties has expressly raised a case to that effect to the tribunal or the circumstance of the case are such that fairness requires the tribunal to raise the issue of its own motion.

(f) The point in time at which the objective assessment must be carried out is the time at which the words are uttered. The question is whether the words reasonably appear to have been 'really intended' at the time they are said.

(g) However, evidence as to what happened afterwards is admissible insofar as it is relevant and casts light, objectively, on whether the resignation/dismissal was 'really intended' at the time.

(h) The difference between a case where resignation/dismissal was not 'really intended' at the time and one where there has been an impermissible change of mind is likely to be a fine one. It is a question of fact for the tribunal in each case which side of the line the case falls.

(i) The same rules apply to written words of resignation/dismissal as to spoken words."

Conclusions

51. To determine this complaint, I had to decide if the Claimant was dismissed or resigned. It was only if, as a matter of law, he was dismissed, the issue of whether the dismissal was fair or unfair would arise. It was not in dispute that the Claimant's contract came to an end. However, what was in dispute was whether it ended by way of the Claimant's resignation or dismissal.

52. The burden of proving that he was dismissed was on the Claimant. The Respondent did not have to prove that the Claimant was not dismissed.

53. The Claimant's case was that the words used by the Claimant were clearly not capable of amounting to a resignation, there was no proper reasonable or objective basis to understand that the Claimant had resigned, and the Respondents wanted the Claimant to leave because he mentioned that he was considering his position. Paying the Claimant double time for the 1st April 2024 was a significant matter for the Respondents, which was discussed by all siblings.

54. As per ***Omar v Epping Forest District Citizens Advice [2023] EAT 132, [2024] IRLR 92,*** the subjective uncommunicated intention of the speaking party is not relevant; the subjective understanding of the recipient is relevant but not determinative. For reasons set out above, Mrs Bethan Parry understood that the Claimant had resigned during their telephone conversation on the 2nd April 2024 and communicated this to Mr Geraint Owen. That communication and understanding formed the basis of the conversation to be held between the Claimant and Mr Geraint Owen the following day.

55. It is entirely plausible, and I am satisfied that it is more likely than not, that Mr Geraint Owen approached the Claimant to enquire about his notice or resignation, as that was the information relayed to him by Mrs Bethan Parry the previous day. The Claimant's answers and words used during that conversation do not indicate an expression or an intention to resign in the future, they show intention and provide confirmation of resignation in the immediate. Whilst coming to this conclusion, I considered the comments made by Mr James in his closing submissions relating to "story-creep" but found the evidence of Mr Geraint Owen consistent and plausible in the context of the events that took place on the 3rd April 2024.

56. Even if I were wrong, I considered the Claimant's version of events who stated that Mr Geraint Owen's opening line during the conversation on the 3rd April 2024 was "*I hear you want to leave?".* When considering this, I asked myself what would a reasonable employee do or say in response? My only conclusion is that a reasonable employee would challenge this and confirm the position. Even if I preferred the Claimant's version of events, it is telling that the Claimant did not take the opportunity to clarify the position, if indeed he had not resigned. For this reason and the reasons set out above, I lean towards the evidence of Mr Geraint Owen, that the Claimant did indeed respond confirming his resignation.

57. In further support of my finding that the Claimant did indeed resign is the letter dated 4th April 2025. The Claimant did not respond at all to the letter, and I was not persuaded by the reasons given during cross examination as to why he didn't respond. The lack of response supports the intention behind the resignation, and supports the Respondent's understanding of events. The lack of action by the Claimant to the letter received are consistent with someone who had resigned.

58. The Claimant argued that the letter did not require a response, because it requested a response to confirm agreement with its content, and because the Claimant did not agree with the content, he did not respond. The interpretation of the letter should not be technical, but should reflect what an ordinary, reasonable employee would understand by the words used. The Claimant confirmed during cross examination that he understood that the letter stated that he had resigned, and his lack of action is consistent with someone who had resigned, and objectively, the reasonable employee, if they disagreed with the content would make at the very least, attempts to clarify the position.

59. In reaching this conclusion, I have factored in that the point in time at which the objective assessment must be carried out is the time at which the words are uttered, here being the 2nd and 3rd April 2024, however I consider that the letter dated the 4th April 2024, and the lack of response to the same, casts light, objectively, on what was really intended at the time.

60. Even if I were incorrect, and the Claimant did not resign, my findings in respect of contributory fault would have been sizeable in the circumstances.

61. For all these reasons, I find that the Claimant was not dismissed, and therefore, the complaint of Unfair Dismissal under Part X of the Employment Rights Act 1996 was not well founded and is dismissed.

G Hughes

Employment Judge

Authorised for issue on

16 November 2025

DECISION SENT TO THE PARTIES ON

18 November 2025

Kacey O'Brien

FOR THE TRIBUNAL OFFICE