



EMPLOYMENT TRIBUNALS

Claimant: Miss R Galvin

Respondent: Central Bedfordshire Council

RECORD OF A PRELIMINARY HEARING

Heard at: Watford by CVP

On: 20-21 October 2025

Before: Employment Judge Hindmarch

Appearances

For the Claimant: In person

For the Respondent: Mr O Lawrence - Counsel

JUDGMENT

The complaint of unfair dismissal is not well-founded and is dismissed.

WRITTEN REASONS

1. I heard this 2 day claim for unfair dismissal by CVP on 20-21 October 2025. The Claimant applied for written reasons on 15 November 2025. The Tribunal informed the Employment Judge of this on 30 December 2025. These are the written reasons as requested.
2. The Claimant was a litigant in person and the Respondent was represented by Counsel Mr Lawrence. There was a bundle of documents running to almost 650 pages and 8 witness statements, 5 for the Claimant and 3 for the Respondent. I had written closing submissions from Mr Lawrence.
3. The claim was one of unfair dismissal only and the Tribunal had not listed any Case Management Preliminary Hearing. This meant the issues had not been determined in advance of the hearing. It was apparent to me when reading in that there was a dispute as to the effective date of termination and whether the Claimant had resigned or had been dismissed. The ET1 was presented on 19 November 2024, after a period of ACAS Early Conciliation from 24 September to 22 October 2024, and in the ET1 the Claimant had alleged the Respondent dismissed her on 26 June 2024. The ET3 was filed on 24 December 2024. In

that the Respondent contended that employment ended on 13 May 2024 by reason of the Claimant resigning.

4. At the start of the hearing I discussed the issues with the parties. The Claimant's position was that she had been dismissed. During a short adjournment Mr Lawrence drafted a helpful list of issues which was shared with the Claimant and with me:
5. The alleged date of termination was 26 June 2024. Acas EC began on 21 September 2024 and ended on 24 September 2024. Any claim of unfair dismissal presented after 24 October 2024 is therefore out of time. The ET1 was presented on 19 November 2024 and is therefore out of time:

Time Limits

- 5.1 Was it reasonably practicable for the Claimant to present her claim of unfair dismissal in time?
- 5.2 If not, was this claim presented within such time as was reasonable?

Unfair Dismissal

- 5.3 Was the Claimant still employed by the Respondent on 26 June 2024? The Claimant relies on the fact that on 3 June 2024 the Respondent informed her that her last day of employment would be 13 August 2024. The Respondent argues that the Claimant's resignation on 13th May 2024 was without notice.
- 5.4 If so, did the Respondent dismiss the Claimant by letter dated 26 June 2024?
- 5.5 If so, was that dismissal unfair? The Respondent relies on some other substantial reason, namely the fact that it thought that the Claimant had resigned without notice. The Tribunal will decide whether the Respondent acted reasonably in all the circumstances in treating that reason as sufficient reason to dismiss the Claimant?
6. The Claimant gave evidence first. Mr Lawrence indicated he did not need to cross examine the Claimant's witnesses, who all appeared to be ex-colleagues and who spoke to the Claimant's work ethic in a positive manner. We then moved on to hear from the Respondent's witnesses – Mr Tom Smith, the Claimant's line manager and employed by the Respondent as Operations Manager for Residential Services, Ms Nina Page, investigating officer and employed by the Respondent as Team Manager and MARAC (Multi-Agency Risk Assessment Conference) Chair for the Domestic Abuse Service and Ms Lesley Gilson, Senior HR Adviser at the Respondent. At the conclusion of the evidence I heard oral submissions and as already noted I received written closing submissions from Mr Lawrence. I commenced my deliberations at the

end of day 1 and continued in the morning of day 2 and handed down this oral Judgment at 12 noon on day 2.

7. The first issue I had to decide was whether the Claimant was still employed as at 26 June 2024. Perhaps unusually this issue was assisted by a full paper trail of evidence within the bundle. I should say that there were apparently some last minute changes to the pagination of the bundle by the Respondent's solicitors, such that at times the Claimant struggled to find the correct pages. I do not believe the Claimant was unduly disadvantaged as we sought to identify the correct pages and she told me at the end of her cross examination of the Respondent's witnesses that she had been able to say all she wanted.
8. The Claimant commenced employment with the Respondent in 2016. At the relevant time she was employed as a Team Leader in a residential children's home operated by the Respondent. On 15 March 2024 the Claimant was suspended – the letter of suspension is at pages 265-267. The Respondent appointed Ms Page to conduct an investigation into the allegations and Ms Page wrote to the Claimant informing her of this on 4 April 2024, pages 283-284.
9. On 23 April 2024 the Claimant's line manager Tom Smith met with her to inform her an additional allegation had been made. The notes of this meeting are at page 438. The Claimant was accompanied at this meeting by a trade union representative from Unison.
10. On 10 May 2024 Ms Page wrote to the Claimant inviting her to attend an investigation meeting on 20 May 2024, pages 505-506.
11. On 13 May 2024 the Claimant emailed Mr Smith stating "Please accept my resignation from the role of Team Leader as of 13 May 2024". She cited the process as affecting her health, page 511d. It appears Mr Smith did not see this email at the time as he was on leave.
12. On 16 May 2024 Ms Page emailed the Claimant to say the meeting between them scheduled for 20 May 2024 could not go ahead, but she would get in touch with a new date and time in due course, page 513. The Claimant replied on 19 May 2024 to say "not sure if you are aware but I resigned from my post on 13 May 2024", page 523.
13. On 22 May 2024 Mr Smith texted the Claimant saying he had returned from leave and had seen her resignation. He asked if she was okay. She replied citing the toll on her mental health and said "leaving Maythorn (the home where she worked) was not what she wanted to do", page 528.
14. On 24 May 2024 Mr Smith wrote to the Claimant by letter headed "notice of acknowledgement of resignation". The letter stated "please accept this letter as recognition of your intent to resign with immediate effect. If it is not your intention to resign with immediate effect, and you wish to work your 3 months' notice period, please inform me in writing no later than 28 May 2024". The latter sentence was in bold type, pages 539-541.

15. On 28 May 2024 the Claimant responded. She did not confirm her position concerning notice but rather stated that she wished to withdraw her resignation, page 548. She said she was unwell and unavailable to work.
16. On 3 June 2024 Mr Smith wrote again to the Claimant. He said he had taken advice from HR and that the Respondent would not allow her to withdraw her resignation. He said her notice period was 3 months commencing on 13 May 2024 and her last day of employment would be 13 August 2024. He said during this period she should cooperate with the ongoing investigation and if she wanted to take annual leave or was unwell she should communicate with her line manager, pages 551-552.
17. On 4 June 2024 the Claimant received a text message from the Deputy Manager at the home saying that Mr Smith had asked her to check on the Claimant. The Claimant replied to say she had been diagnosed with depression, page 553.
18. On 26 June 2024 Mr Smith wrote again to the Claimant. He stated that she had failed to provide confirmation that she would comply with the terms set out in his earlier letter of 3 June 2024 and had not provided any certification for absence. Thus the Respondent had decided to accept her resignation without notice effective on 13 May 2024.

THE LAW

19. Mr Lawrence set out the relevant law in his closing submissions. He referred to the case of *Harris & Russell Ltd v Slingsby (1972) ICR 454 NIRC* which confirmed that once notice to terminate a contract of employment is given, by either party, it does not need to be accepted to be effective and it cannot be unilaterally withdrawn. Of course it is open to the other party to agree that notice be withdrawn but in the absence of agreement the notice must stand. Mr Lawrence rightly referred me to the special circumstances exception, as where notice is given in the “heat of the moment” such that the other party ought reasonably to have known the resignation was not genuine. He referred me to the fact that I must make an objective assessment as to whether resignation was given with or without notice (*McCabe v Greater Glasgow Health Board UKEATS/0004/14/SW*).

CONCLUSION

20. A party who has properly given notice of termination has no right unilaterally to vary it. The EAT has said it is good industrial relations practice to give an employee the right to withdraw words of resignation spoken in the heat of the moment and after they have calmed down.
21. The Claimant in cross examination stated that when she sent the resignation email on 13 May 2024 she intended not to work her notice. The email is clear and unambiguous. It states she is resigning as at the date it was sent. No notice is given. She had access to trade union assistance by this stage and

could have taken advice about this, but in any event I find she was truthful in her evidence that at that time she resigned with immediate effect. This was reinforced in her email to Ms Page on 19 May 2024 and in her text message to Mr Smith on 22 May 2024. I have considered whether the Claimant resigned in the heat of the moment, however some several days later she was re-asserting the position so this cannot be the case. She had the opportunity to revise her position but did not.

22. Mr Lawrence submits that the Respondent's actions after the resignation, given it cannot be unilaterally withdrawn, are irrelevant. What I have to do is assess objectively whether the Claimant gave notice to terminate, which she plainly did. Indeed this is reinforced by her later asking to withdraw her resignation on 28 May 2024.
23. The Respondent on 24 May 2024 wrote to the Claimant seeking to understand whether she had given notice. The Claimant did not clarify this at any stage. She simply said she wished to withdraw her resignation, which is something the Respondent would have to agree to and it confirmed on 3 June 2024 it was not so agreeable.
24. I do think the Respondent confused the position by sending a letter suggesting she had given 3 months' notice and that her employment would end on 13 August 2024, and by her line manager and deputy line manager continuing to engage with her as though she were still an employee, however, that is not what I have to determine.
25. As at 13 May 2024 the Claimant on an objective interpretation resigned without giving notice and with immediate effect. Thus the Claimant was not dismissed. The Claimant was not employed as at 26 June 2024 and I do not have to consider matters further.

I therefore dismiss the claim.

Approved by:

Employment Judge Hindmarch

Date: 8 January 2026

Sent to the parties on:

5 March 2026

For the Tribunal Office:

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