



EMPLOYMENT TRIBUNALS

Claimant: Mr Nigel Bevan

Respondent: EnviroWales Limited

Heard at: Cardiff

On: 25, 28 & 29 July 2025

Before: Employment Judge S Jenkins

Representation

Claimant: Mrs J Richards (Solicitor)

Respondent: Mr Claimant Crow (Counsel)

Background to this document

1. The hearing in this case took place on Friday 25 July, Monday 20 July and Tuesday 29 July 2025, and I issued judgment with reasons orally on the morning of the last day. No request for written reasons was made at the hearing, and I subsequently, on that day, produced a short judgment, confirming that the Claimant's complaint of unfair dismissal failed and had been dismissed.
2. Having been processed by the Tribunal administration, the judgment was sent to the parties on 8 August 2025. The document contained the usual note, reflecting the terms of Rule 60(4) of the Employment Tribunal Procedural Rules 2024, that, reasons having been given orally at the hearing, written reasons would not be provided unless a request was made by either party at the hearing, or was made in writing within 14 days of the sending of the written record. The judgment having been sent to the parties on 8 August 2025, the 14-day period for requesting written reasons expired on 22 August 2025.
3. On 11 August 2025, the Respondent's solicitors wrote to the Tribunal, requesting written reasons. The request was therefore a valid one within the terms of Rule 60. Unfortunately, the Respondent's solicitors' email was not picked up by the Tribunal administration and was not referred to me.
4. The Claimant's solicitors only chased the matter up some nine months later, sending an email to the Tribunal on 6 May 2026, noting that a request for reasons had been made, but unfortunately they had not been received, and repeating the request for a copy of the reasons.
5. Unfortunately again, the Claimant's solicitors' email was not picked up by the Tribunal administration, at least immediately. It was however subsequently identified, and was referred to me on 31 July 2026. A slight further delay

arose, as I was on annual leave at that point and only became aware of the referral on my return to the office on 17 August 2026. I then obtained my notes of my judgment, and produced these written reasons on that day.

FULL REASONS

Background

6. The hearing was to deal with the Claimant's complaint of unfair dismissal, brought by way of a Claim Form dated 19 September 2024, following early conciliation between 4 and 6 September 2024.
7. I heard evidence from the Claimant and two former colleagues, Clive Cadwallader and Stuart Nash, on the Claimant's behalf, and from Michael Doolin, HR Consultant, on behalf of the Respondent.
8. I considered the documents in an electronic hearing bundle spanning 439 pages to which my attention was drawn, and I considered the parties' representatives' written skeleton arguments, submitted in advance of the hearing, and their oral closing submissions.

Issues

9. A preliminary hearing had taken place before Employment Judge Brace on 30 January 2025, following the postponement of the final hearing that had been listed to take place that day and the day after.
10. In her Record of that hearing, Judge Brace noted that the Claimant was pursuing a complaint of unfair dismissal, and she included a draft list of the issues to be determined at the final hearing. She directed the parties to agree, as far as possible, a final draft list of issues by 13 February 2025, and to send a copy to the Tribunal, for approval by an Employment Judge, indicating any areas of disagreement.
11. The parties provided two versions of the list of issues on 13 February 2025, an initial version proposed by the Respondent very largely following Judge Brace's draft, and a version with suggested amendments highlighted by the Claimant's representative.
12. For reasons that are unclear, the drafts were not referred to an Employment Judge for approval at that stage. On reviewing the drafts prior to commencing this hearing, and putting the issue of remedy to one side, my view was that the additional amendments proposed on the Claimant side did not materially add to the wording proposed by the Respondent, which itself did not materially add to the draft proposed by Judge Brace. In fact, in my view, the introduction by the Respondent of references to discussions with Mr Cadwallader and Mr Nash (two colleagues of the Claimant whose employment had ended at much the same time), as well as the discussions with the Claimant, rather obscured the core assessment of the Claimant's case.
13. Ultimately, therefore, the liability issues to be determined, were as follows.

- (i) Did the discussion on 10 June 2024, between the Claimant and Mr Doolin on behalf of the Respondent, amount to a pre-termination negotiation for the purposes of section 111A (1) and (2) of the Employment Rights Act 1996 (“ERA”)?
- (ii) Was the Claimant dismissed on 10 June 2024 by the Respondent, acting through Mr Doolin?
- (iii) If so, what was the reason or principal reason for dismissal?
- (iv) Was that reason a potentially fair one falling within section 98(1) or (2) ERA?
- (v) If so, was dismissal fair in all the circumstances?

Preliminary issue

- 14. With regard to the first of those issues, the question of pre-termination negotiations, Judge Brace had identified, in her summary of the case included within her Record of Preliminary Hearing, that there was an issue regarding pre-termination negotiations, although there appeared to be an error in part of her wording. What was clear from her wording however, was that the parties were to consider, as there was a dispute between them as to whether discussions held on 10 June 2024 fell within section 111A(2), whether, at the final hearing, the Tribunal would need to make a determination of that issue, as part of the determination of whether the Claimant was or was not dismissed, and, in turn, fairly dismissed.
- 15. Both parties had addressed the applicability of section 111A in their skeleton arguments. The Claimant maintained that the discussion on 10 June 2024 was not a pre-termination negotiation, and therefore that section 111A had no application, and the content of the discussion fell to be considered as part of the evidence in this case.
- 16. The Respondent contended that the discussion was a pre-termination negotiation, and therefore section 111A was engaged, but noted that, in ***Basra v BJSS Ltd [2018] ICR 793***, the Employment Appeal Tribunal (“EAT”) had confirmed that where there was a dispute as to the effective date of termination, the Tribunal must first resolve that dispute in order to decide what, if any, material should be excluded from consideration. The Respondent therefore agreed, although obviously for different reasons, that the content of the discussion on 10 June 2024 would need to be considered. I therefore proceeded to consider all the evidence in the case, including that relating to the meeting on 10 June 2024 between the Claimant and Mr Doolin.
- 17. Mr Crow, on behalf of the Respondent, conceded, at the outset of the hearing, that if a dismissal was found to have taken place on 10 June 2024, i.e. if the second question in the List of Issues was answered in the affirmative, any such dismissal would have been unfair due to the lack of application of any procedure. The Respondent's focus in that regard would then focus on remedy, principally the application of the “Polkey” principle, its contention being that the Claimant would have been fairly dismissed by reason of redundancy soon after 10 June 2024 in any event.

18. It was agreed therefore that the initial focus of the hearing would be on the second issue, was the Claimant dismissed on 10 June 2024, moving on to other matters, acutely the application of “Polkey”, as well as mitigation generally, if the need arose.

Law

19. Section 95 ERA sets out the circumstances in which an employee is dismissed by their employer, and the relevant sub-section in this case, section 95(1)(a) provides that an employee is dismissed if, *"the contract under which he is employed is terminated by the employer (whether with or without notice)"*.
20. The assessment of whether a dismissal has occurred, and, if so, when, has been considered by the appellate courts on many occasions over the years. Several points regarding the burden of proof and the interpretation of words used have been made, including the following.
- (i) Where the fact of, or date of, a dismissal is in dispute, the burden is on the Claimant, on the balance of probability, to show that there was a dismissal and/or the date on which it fell.
 - (ii) Where the words used in the asserted dismissal are ambiguous, the test of whether or not they amounted to a dismissal is an objective one. The assessment should take into account all the surrounding circumstances, both preceding and following the incident, and involve the Tribunal asking itself how a reasonable employee would have understood them in light of those circumstances.
21. The authorities were considered at great length by Judge Stout at the EAT in the case of ***Omar v Epping Forest District Citizens Advice* [2024] ICR 301**.
22. At paragraph 97 of her judgment, Judge Stout set out fifteen principles applicable to the construction of (putative) notices of dismissal or resignation in the employment context. Not all of them had a bearing on this case, but the following did:
- (3) Words that potentially constitute words of dismissal must be construed objectively in all the circumstances of the case in accordance with normal rules of contractual interpretation.
 - (4) Those circumstances include anything reasonably available to the parties that would affect the way in which the language used would have been understood by a reasonable bystander.
 - (5) The perspective of that reasonable bystander is that of the employee who hears the relevant words.
 - (6) It must be apparent to that reasonable bystander: (i) that the words used, when construed in accordance with normal contractual principles, constitute words of immediate dismissal or immediate notice of dismissal — it is not sufficient if the party merely expresses an intention to dismiss in future; and (ii) that the dismissal was really intended, i.e.

that the speaker of the words appeared genuinely to intend to dismiss.

- (8) The objective assessment is to be carried out at 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.
 - (9) Evidence as to what happened afterwards is admissible insofar as it is relevant and casts light, objectively, on whether the dismissal was “really intended” at the time.
 - (12) The uncommunicated subjective intention of the speaker is not relevant. However, any communication by the speaker in the relevant period thereafter as to their subjective intention will be relevant evidence to take into account in assessing the position objectively.
 - (13) What the recipient of the words subjectively understood is relevant, but not determinative.
23. In addition, with regard to the date of any dismissal, the EAT, in ***East London NHS Foundation Trust v O'Connor* [2020] IRLR 16**, noted, at paragraph 81, with reference to the earlier decision of ***Morton Sundour Fabrics Ltd v Shaw* [1967] ITR 84**, that, *"the employer must communicate to the employee that it is terminating the contract under which the employee is employed, and must communicate that it is doing so with effect on a date which is either expressly stated or unambiguously ascertainable from the communication."*

Findings

- 24. My findings of fact, relevant to the issues I had to determine, reached on the balance of probability where there was any dispute, were as follows.
- 25. The Respondent is a company which recycles lead acid batteries. It is based in Ebbw Vale.
- 26. The Claimant started work for the Respondent in October 2009 as an administrative assistant. He worked in the Mill area, as did both Mr Cadwallader, as a rolling mill supervisor, and Mr Nash, as a hygiene technician.
- 27. Prior to the events of June 2024, the Respondent had engaged the services of Mr Doolin to assist it with a restructure of the business and to reduce costs. As an HR consultant, Mr Doolin's focus was, understandably, on reducing the Respondent's headcount.
- 28. Mr Doolin, in his witness statement, on which he was not challenged, confirmed that he had, shortly before June 2024, restructured the Respondent's HR department from five persons to one. He also confirmed in his oral evidence, which was also not challenged, that he had also facilitated headcount reductions in other areas of the Respondent's business, such as IT and Engineering. He confirmed that all of those reductions had been carried out by way of protected conversations or pre-termination negotiations, followed by settlement agreements.

29. By June 2024, the focus on headcount reductions turned to the Mill department and, on 9 June 2024, Mr Doolin emailed one of his contacts at the Respondent, with the subject header, "*Planned Exits tomorrow – as discussed*". In the email, he stated, "*I am planning to exit the following tomorrow whilst on site.*". The names of four employees were then set out, the Claimant's, and three which were redacted. Mr Doolin then stated, "*Unless advised otherwise, tomorrow is the planned last physical day on site.*".
30. Mr Doolin then met with the four employees; the Claimant, Mr Cadwallader, Mr Nash and one other, on 10 June 2024.
31. In terms of what happened on 10 June 2024, I focused principally on the evidence of the Claimant and Mr Doolin in relation to the meeting between the two of them. I also took into account however, the evidence of Mr Cadwallader and Mr Nash in relation to their meetings with Mr Doolin, and Mr Doolin's evidence, set out in a supplemental statement, of his interactions with the two of them.
32. I noted that Mr Cadwallader's and Mr Nash's evidence of their meetings with Mr Doolin was very similar to the Claimant's evidence of his meeting with Mr Doolin, and that led me to prefer the Claimant's version to that of Mr Doolin whenever there was any material dispute. Whilst the three were work colleagues, they did not appear to have been close friends, and I saw no reason why they would have colluded to misrepresent the meetings.
33. The accepted evidence of the meeting between the Claimant and Mr Doolin was that it came to the Claimant as a surprise, and that he was just called to a meeting with Mr Doolin without any advance notice.
34. Both the Claimant and Mr Doolin agreed in their evidence that the Claimant asked if he needed to be accompanied, and that Mr Doolin replied that that was not necessary. I noted, in that regard, the terms of paragraph 13 of the ACAS Code of Practice on Settlement Agreements, which states that, "*Whilst not a legal requirement, employers should allow employees to be accompanied at the meeting.*".
35. Both the Claimant and Mr Doolin also agreed that Mr Doolin described the meeting as "*without prejudice*" and "*confidential*", although I observed that it is unlikely that the meeting was, in fact, without prejudice in the legal sense of the term, as there was no existing dispute between the Claimant and the Respondent at that time.
36. The Claimant and Mr Doolin differed as to whether the meeting had been described by Mr Doolin as a "*protected conversation*", i.e. as a pre-termination negotiation. Mr Doolin confirmed that he had held many conversations of this type, and had a routine he tended to follow, which included referring to the meeting as a protected conversation. By contrast, the Claimant disputed that Mr Doolin had made any such reference.
37. Mr Nash confirmed that Mr Doolin had told him that their conversation was a protected conversation, and Mr Cadwallader accepted that Mr Doolin may have said that to him in their discussion.

38. On balance, taking Mr Cadwallader's and Mr Nash's evidence into account, in the context where the Claimant accepted that he was told by Mr Doolin that he needed to take legal advice, which would be a requirement of a valid settlement agreement, I considered it likely that Mr Doolin had indicated that a protected conversation was taking place.
39. Both the Claimant and Mr Doolin agreed that Mr Doolin had two envelopes in front of him during the meeting, used by him to represent two options, option A and option B.
40. Mr Doolin confirmed, in his witness statement, that one of the envelopes was empty, with the other one containing a draft settlement agreement. He confirmed that the empty envelope was meant to convey the alternative to a concluded settlement agreement, which would, in practice, have been a redundancy exercise. He confirmed in his oral evidence however, that he never discussed the prospect of redundancy with the Claimant, or told him that any discussions about a settlement agreement would take place with a redundancy exercise as a backdrop. Instead, Mr Doolin opened the envelope containing the draft settlement agreement, which he handed to the Claimant.
41. In my view, Mr Doolin's approach was an unusual one, and was again one which did not comply with the ACAS Code of Practice, which says, at paragraph 11, that, *"it may be helpful if any reasons for the proposal are given when the proposal is made."*
42. Typically, settlement agreements are put forward by employers as an alternative to going through a formal process, e.g. a disciplinary process, a performance management process, or, as was the background to this case, a redundancy process. In my view, the discussions which subsequently ensued would have been likely to have proceeded much more smoothly had Mr Doolin made it clear that a redundancy exercise would otherwise be followed, although I observed that the Respondent, via Mr Doolin, may have initially been looking to manage the Claimant's exit without paying the full statutory redundancy payment, as the proposed sum set out in the draft settlement agreement was some way short of the Claimant's statutory redundancy entitlement.
43. The actual draft settlement agreement provided to the Claimant at the meeting was not before me, although two subsequent versions were, and both parties were in agreement as to the wording of the initial draft. It had a cover sheet containing the words "SETTLEMENT AGREEMENT WITHOUT PREJUDICE AND SUBJECT TO CONTRACT". It then contained the following recital:
- "The Employee was employed by the Company as Administration Assistant. Terms have been agreed between the Company and the Employee under which the Employee's employment with the Company will terminate by reason of redundancy on the 21 June 2024."*
44. The document then contained a definition of Termination Date of, "21st June 2024", confirmed that the Claimant would be paid in lieu of his twelve weeks' notice and in respect of accrued but untaken holidays, and would receive an

ex gratia payment of £10,000. It also contained fairly standard provisions regarding the waiver of claims by the Claimant, confidentiality, and the usual wording in relation to independent legal advice. It also contained a draft reference, which included 21 June 2024 as the Claimant's leaving date.

45. It seems that the Claimant picked up on the reference to redundancy in the initial settlement agreement, as both parties agreed that he raised it, with Mr Doolin, in his supplemental witness statement, noting that the reference had been a typographical error. The two subsequent versions of the settlement agreement in the bundle referred to termination by "*mutual agreement*".
46. The Claimant and Mr Doolin disagreed over what was subsequently said during the meeting. Mr Doolin simply recorded that, after explaining the main terms of the settlement agreement and the reference to redundancy, he had told the Claimant that he had ten days to consider the offer, and would not have to work for those ten days.
47. The Claimant stated that Mr Doolin had told him that they were terminating the contract and letting him go, and that, in response to his request for a reason for that, Mr Doolin had said that the Claimant was, "*being let go*" and was, "*going*".
48. Mr Nash recorded that similar statements of, "*you're going*" were made to him by Mr Doolin in his meeting, whilst Mr Cadwallader recorded that he was told that he was "*being sacked*", commenting further that Mr Doolin had said to him, whilst pointing in two directions, "*The company is going this way, and you are going that way.*". All three individuals confirmed under cross-examination that Mr Doolin did not say to them that they were being dismissed that day.
49. Bearing in mind the similarity of the recollections of the meetings by the three individual employees, I concluded that the Claimant's evidence on what was said after the settlement agreement was produced was to be preferred.
50. The Claimant confirmed that Mr Doolin told him that he could clear out his things and could leave immediately. He confirmed however, that, when he went back to his desk, his manager asked him to finish off the task he had been doing before his meeting with Mr Doolin, which he then did before leaving. He took some of his belongings with him, and then telephoned to arrange to come in to collect the remainder about a week later.
51. Following the meeting on 10 June 2024, although the Claimant confirmed that he had been told by Mr Doolin that he had ten days to take legal advice, he did not take advice from Mrs Richards, then and now his representative, for some time. He emailed Mr Doolin on 26 June 2024, providing Mrs Richards' contact details, and noting that he had consulted her the day before. He further noted that his statutory redundancy entitlement was £13,724.24.
52. In the meantime however, on 21 June 2024, Mr Doolin had instructed the Respondent's payroll manager to stop paying the Claimant, and he did not receive any payment from the Respondent after that.
53. Mrs Richards emailed Mr Doolin on 27 June 2024. In that, she confirmed

that she was instructed by the Claimant. She stated that the, "*settlement agreement confirms he [the Claimant] is being dismissed by reason of redundancy.*". She further noted that the settlement agreement failed to record a sum for redundancy, and asked if the figure of £10,000, stated to be a termination payment, was in addition to the Claimant's redundancy entitlement.

54. Mr Doolin replied on 3 July 2024, providing a revised draft settlement agreement. Whilst not entirely clear, I presumed that this was a version which simply changed "*redundancy*" to "*mutual agreement*" as the reason for termination. In his email, Mr Doolin confirmed that the proposed payment was the settlement amount, i.e. the £10,000, on top of the contractual payments. He further noted that he was instructed that the Claimant worked part-time and the payment was believed to be fair and reflective of the situation.
55. Further email exchanges took place between the Claimant and Mrs Richards, in one of which, on 2 July 2024, Mrs Richards asked, "*Has our client been dismissed?*". In another, on 11 July 2024, Mrs Richards, whilst referencing an exchange about another employee, for whom she was also acting, and a clarification that that employee had been paid, asked, "*Is there an error with Nigel, or has his contract been terminated.*".
56. The discussions between Mrs Richards and Mr Doolin concluded first by Mrs Richards writing to Mr Doolin on 17 July 2024, noting that it was felt that the Claimant was due a total of £24,041.51 by way of notice, redundancy, holiday pay, unpaid overtime and back pay. A settlement of £24,000.00 was proposed.
57. Mr Doolin replied, on 23 July 2024, noting that the total sum due was £22,402.84, the difference appearing to relate to a lesser amount of holidays and the overtime calculation, where Mr Doolin indicated that the position could be reviewed once details of the days and hours worked were provided.
58. No further discussions appear to have taken place, and the Claimant contacted ACAS by way of early conciliation on 4 September 2024. The early conciliation certificate was issued on 6 September 2024, and the Claim Form was issued on 19 September 2024. In that, the Claimant pursued a complaint that he had been unfairly dismissed on 21 June 2024, although the date was later corrected, during the preliminary hearing before Judge Brace in January 2025, to 10 June 2024.
59. Indeed, Judge Brace noted, "*The claim is about unfair dismissal, the Claimant, asserting that he had been dismissed on 21 June 2024. The Claimant clarified today that the meeting between the Claimant and Mr Doolin took place on 10 June 2024 and that was the date that he was relying on for the effective date of termination. Permission has been given by consent to amend the Particulars of Claim of the date of the meeting to 10 June 2024.*".
60. The Respondent, in its Response, noted that the position regarding the Claimant's employment was unclear, but that it accepted that his employment had ended. It further noted that it was unclear as to the date on which the employment had ended or as to who had ended it. The Respondent noted

that its primary case was that the Claimant, by his words and conduct, had resigned, in that he had treated his contract as having been terminated, notwithstanding that he had not been dismissed.

Conclusions

61. Applying my findings and the applicable legal principles, my conclusions in relation to the issues I had to determine were as follows. I reminded myself that the key issue for me to address was the second in the list of issues, "*Was the Claimant dismissed on 10 June 2024 by the Respondent, acting through Mr Doolin?*".
62. I had canvassed with Mr Crow, at the end of Mr Doolin's evidence and at the end of his closing submissions, that the evidence suggested that a dismissal may have taken effect on 21 June 2024. In that regard, I noted that Mr Doolin had directed that the Respondent's payroll manager should stop paying the Claimant from that date, and that the draft settlement agreement had indicated that that would be the termination date. I indicated to Mr Crow that I had in mind the Court of Appeal decision of ***Kirklees Metropolitan Council v Radecki* [2009] ICR 1244**, the facts of which were not entirely dissimilar to this case, both cases involving negotiations over a compromise or settlement agreement, albeit in the ***Radecki*** case over a much longer period.
63. In that case, the claimant was notified that payment of salary to him would cease, even though negotiations over a compromise agreement were ongoing and did not ultimately reach fruition. Rimer LJ ultimately noted, at paragraph 38F, that the stopping of salary "*was a repudiation of his contract ... and it evinced the clearest intention to bring the employment to an end*".
64. In this case, I noted that the Respondent stopped paying the Claimant salary on 21 June 2024, and it could therefore be interpreted that that had been a repudiation of the Claimant's contract, which evinced the clearest intention to bring the employment to an end.
65. Mr Crow's response to me, on both occasions, was that that was simply not the Claimant's pleaded case. That case was that the Claimant had been summarily dismissed on 10 June 2024. Mr Crow further noted that the Claimant had been professionally represented throughout, and maintained that he had been dismissed on 10 June 2024. Indeed, as I have noted, during the preliminary hearing before Judge Brace in January 2025, the date of termination in the claim form of 21 June 2024, was amended, at the Claimant's representative's request, to 10 June 2024, following the clarification that the meeting between the Claimant and Mr Doolin took place on that date. Judge Brace had recorded that clarification and noted that "*that was the date that he was relying on for the effective date of termination*".
66. Mr Crow commented that he appreciated that the approach might be different if the Claimant had been unrepresented, but he was not unrepresented and never had been; he had been professionally represented throughout.
67. Mrs Richards, whose closing submissions followed those of Mr Crow, reiterated that the Claimant's case was that dismissal took effect on 10 June 2024, which Mr Crow subsequently described as "*doubling down*" on the issue.

68. Ultimately, whilst I had misgivings arising from what I viewed as the probable analysis of what happened, I concluded that I had to focus on the pleaded case, which was that a dismissal took effect by virtue of Mr Doolin's words and conduct on 10 June 2024.
69. I noted the guidance from the appellate authorities, summarised by Judge Stout in paragraph 97 of her judgment in **Omar**. I reminded myself of those core principles set out at paragraph 22 above.
70. Applying those core principles to my findings in this case, I was satisfied that Mr Doolin did use words such as "*we're letting you go*" and/or "*you're being let go*" in his discussion with the Claimant on 10 June 2024. The Claimant confirmed however, that Mr Doolin did not say to him that he was being dismissed that day, and Mr Cadwallader and Mr Nash confirmed the same.
71. I also noted that Mr Doolin provided a draft settlement agreement to the Claimant during the meeting on 10 June 2024, and told him that he had ten days to take legal advice. That settlement agreement itself recorded that the Claimant's employment "*will terminate*" on 21 June 2024, and included a draft reference with that date as the Claimant's leaving date. The draft settlement also made clear that it was without prejudice and subject to contract.
72. It seemed to me that Mr Doolin's subjective intention, or at least, anticipation, was that the Claimant's employment would end on that date, i.e. 21 June 2026, following a short period of negotiation over the terms of the agreement. However, as Judge Stout noted at paragraph 97(12), Mr Doolin's uncommunicated subjective intention, let alone subjective anticipation, was not relevant.
73. What was relevant were the subsequent communications of Mr Doolin, and they took place entirely in the form of emails between Mr Doolin and Mrs Richards. Nothing in those communications indicated that Mr Doolin intended to dismiss the Claimant on 10 June 2024. Subsequent iterations of the draft settlement agreement continued to refer to 21 June 2024 as the proposed termination date, and no discussion of any particular date of termination of employment took place in the communications between Mr Doolin and Mrs Richards.
74. The communications between Mr Doolin and Mrs Richards regarding another employee who also had a meeting with Mr Doolin on 10 June 24, and who Mrs Richards also represented, appeared to indicate that the actual date of termination remained at large. The emails in the bundle were redacted, but I think it is likely that Mr Cadwallader was being referred to as he was also represented by Mrs Richards, and, in an email of 9 July 2024, Mr Doolin stated with regard to that employee, "*he was not summarily dismissed. He remains on pay and has an open SA to explore*". Mr Cadwallader's employment ended some time later following the execution of a settlement agreement.
75. Furthermore, as I noted in my findings, a number of the communications from Mrs Richards did not indicate that a clear view on the Claimant's side was that he had been dismissed on 10 June 2024, as opposed to being on the

way to being dismissed at some point in the future.

76. In Mrs Richards' first communication to Mr Doolin, her email of 27 June 2024, she noted that the settlement agreement, "*confirms he is being dismissed by reason of redundancy*"; she did not say that the Claimant *had* been dismissed by reason of redundancy.
77. On 2 July 2024, Mrs Richards asked the question, "*HAS OUR CLIENT BEEN DISMISSED? IF SO WHAT FOR?*", and, on 11 July 2024, Mrs Richards asked of Mr Doolin, "*Is there an error with Nigel [regarding the cessation of his pay] or has his contract been terminated?*".
78. Whilst the indications in emails from a representative are not conclusive, indeed, the Claimant's own perspective is not determinative, they nevertheless provide some context to the objective interpretation of the meeting on 10 June 2024.
79. The fact that the Claimant continued to work after the meeting on 10 June 2024, albeit for a very short period, also informed my view of the content of the discussion on that day, as did the fact that the Claimant continue to be paid for a further eleven days.
80. I also noted that the Claimant, in his witness statement, when discussing the ending of the meeting on 10 June 2024, confirmed that Mr Doolin had told him that he "*could*" leave immediately, and not that he was directed to leave immediately.
81. I further noted that Mr Doolin, in his internal email of 9 June 2024, whilst referring to planned exits, stated that the following day was the planned last "*physical day on site*", he did not say *planned last day in employment*.
82. Ultimately, my view was that the words used by Mr Doolin in the meeting on 10 June 2024, whilst indicating an intention, or at least a very strong likelihood, that the Claimant's employment would end at some point in the near future, did not objectively constitute words of immediate dismissal. They did not specify the date of termination or enable the date of termination to be positively ascertainable.
83. As noted by Judge Stout at paragraph 97(6) in **Omar**, it is not sufficient if the party merely expresses an intention to dismiss in the future, and that is all I considered that a reasonable bystander would have taken from the evidence surrounding the meeting.
84. I did not consider that a reasonable bystander would have considered that Mr Doolin, on 10 June 2024, summarily dismissed the Claimant, which was his contention.
85. As I have noted, I have some misgivings about this case, as it seems likely to me that the Claimant was dismissed by the Respondent on 21 June 2024, and, as the Respondent conceded in relation to any dismissal on 10 June 2024, if one had taken place, such a dismissal would have been unfair, or at least very likely to have been unfair. However, the Claimant's claim, which his representative confirmed was his case, was that he had been unfairly

dismissed on 10 June 2024. That claim was not made out and therefore failed and fell to be dismissed.

Authorised for issue by
Employment Judge S Jenkins
17 August 2026

Sent to the parties on:
19 August 2026

For the Tribunal Office:
Kacey O'Brien

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<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>