



EMPLOYMENT TRIBUNALS

Claimant: Nicola Rolph

Respondent: Iceland Foods Limited

Heard at: Cardiff by video

On: 1, 2, 3 & 4 June 2026

Before: Employment Judge K Hunt
Tribunal Member - Ms D Hebb
Tribunal Member - Mrs Y Neves

Representation

Claimant: Mr M Singh (Counsel)

Respondent: Mr D Tatton Brown (Counsel)

JUDGMENT having been sent to the parties on 26 June 2026 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure and sent to the Judge on 9 July 2026 and with apologies for a period of judicial unavailability due to unforeseen circumstances, the following reasons are provided.

REASONS

Introduction

The Claim was listed to consider liability only in relation to the Claimant's remaining complaints of unfair dismissal and victimisation before a panel. The complaint of victimisation was withdrawn in writing the morning of and prior to starting the hearing on the first day. We noted that the claim was dismissed on withdrawal. After agreeing a timetable with counsel for the parties, we proceeded to hear the claim of unfair dismissal.

Claims and Issues

The issues to be determined were set out in an agreed list of issues as follows:

Unfair Dismissal

1. Did the Claimant's employment terminate by mutual agreement or was she dismissed?
2. If dismissed, what was the reason for her dismissal?
3. Was dismissal for that reason fair in all the circumstances of the case?

4. If the Claimant was unfairly dismissed, what are the chances absent such unfairness she would have been dismissed in any event?

Uplift

5. Has either party failed to comply with the ACAS Code on disciplinary and grievance procedures. If so, was the failure unreasonable?
6. Should compensation be reduced or increased and by how much?

Procedure

We had before the Tribunal a bundle of 688 pages and additional documents disclosed during the hearing were added to the Bundle. Two witnesses were not called to give evidence (one witness for each of the two parties) and we did not give weight to their evidence. We heard evidence from the Claimant (Ms Rolph) and two witnesses, Matthew Lowe and Oliver Dewhurst and from Mr T Dhaliwal, Miss Heely, Miss Connolly and Ms Tindle for the Respondent.

After hearing all of the evidence, written and oral submissions were provided by Mr Tatton Brown for the Respondent and by Mr Singh for the Claimant.

Fact-Findings

1. We make the following findings of fact which we determine are relevant to the issues. We are not making findings of fact on all the points in dispute between the parties, only those that are relevant to the issues before us.
2. The Claimant first worked as a consultant for the Respondent and was then employed as Customer Service Head and promoted to Online Customer Director on 1 April 2021. The Claimant reported to her husband, David Devaney who was Group Chief Marketing, Customer and Digital Officer and who sat on the Executive Board.
3. Mr Devaney resigned on 20 June 2025 to take up a role with Asda, a competitor of the Respondent. He provided a brief handover of work and was then placed on garden leave for the duration of his 12 month notice period.
4. Prior to Mr Devaney's resignation, the Claimant had a good relationship with Mr T Dhaliwal (Mr Dhaliwal), the Group CEO and a major shareholder of the business, and with his son, Paul Dhaliwal (PD) who was also a Director in the business, as was Mr Dhaliwal's wife. The Claimant received a significant bonus in March/April 2024 and there was evidence of high praise for her performance and her teams' performance from both Mr Dhaliwal and PD.
5. On 25 June 2025 the Claimant had a meeting with Mr Dhaliwal. The Claimant's account of this conversation is that she wanted to reassure him of her commitment to the business. Both of them agree that there was a conversation about the difficulty of the Claimant not talking about work to her husband. The Claimant believed Mr Dhaliwal was concerned about her leaking confidential information. Mr Dhaliwal's account is that he was not concerned about that at this stage. The Claimant kept a note of her meetings and conversations from this point onwards and we were referred to these in the Bundle.

6. The Claimant's evidence is that the notes she kept, were a note of events and what happened during this period and that it was her practice to keep notes of meetings and conversations. Although the Respondent challenged the notes as not being an accurate or a true account of the content of meetings or conversations, as we explain below in our findings and conclusions, parts of the notes referred to us were accepted as a fair and accurate record and in parts were also reflected in the evidence given by the Respondent's witnesses including Mr Dhaliwal and Ms Tindle, some parts of which were accepted by them in oral evidence at the hearing.
7. On 1 July 2025, there were a series of meetings. Mr Devaney's departure was announced to the Directors at the director's weekly coffee meeting. Mr Dhaliwal accepts that he made a comment that if the Claimant shared confidential information she would be fired. His explanation of this comment is that it was made to reassure the Board who would be concerned about this and that it was supportive of the Claimant. Given the terms in which it was expressed, and notwithstanding the explanation and contentions by Counsel that Mr Dhaliwal is a very busy man, direct in his approach and makes decisions quickly and an acknowledgement by Mr Dhaliwal that he expressed himself in a 'direct manner', we accept that to the Claimant this felt threatening.
8. The same comment was repeated by him at a meeting with the Claimant and Mr Devaney's two direct reports, as recorded in the Claimant's notes and in her evidence and in Matthew Lowe's evidence, who was at the meeting. In his statement Mr Dhaliwal said that he did not recall saying it at the second meeting, but suggested if he did say it, it would have been for the same reason he said it to the Board. At the hearing he accepted that 'if they said [he] did, [he] must have said it.'
9. The third meeting was with the Claimant's team, and he did not dispute that he made the same comment.
10. On 1 July Mr Dhaliwal also had a 121 meeting with the Claimant but says he cannot recall this meeting.
11. On 3 July 2024, the Respondent entered into an Executive Search Agreement for the position of Online Director with Redgrave, a recruitment/head hunting company. The Executive Search engagement letter sets out that this is an exercise to 'secure an online director', with fees payable at stages in the recruitment exercise. Ms Tindle says that description was in error and it was only a 'mapping exercise' to test the market. She accepted that she had first spoken to Redgrave 1 or 2 days before this Agreement was signed and says that this was not unusual.
12. The Respondent's evidence to support that this was an exercise often carried out by the Respondent were two other Executive Search Agreements included in the Bundle. One search was undertaken in 2025, for the role of a director who had resigned and one for the role of a director over whom they had performance concerns in the role going forward. In each case the same wording was used and in each case, the searches resulted in candidates being identified, indicative timings set out and a 3 stage interview process undertaken. Ms Tindle explained in evidence that there were other forms of 'desk top mapping exercises' they undertook from

time to time. The Respondent did not utilise or undertake such a 'desk top mapping exercise' in relation to the Claimant's role. Ms Tindle accepted in evidence that if an executive search by Redgrave is used where there is an incumbent in the role, they would carry out the exercise and if they found a candidate, would move on to have a protected conversation with the incumbent and remove them from the business.

13. Mr Dhaliwal accepted in evidence that Ms Tindle told him of her intention to start such an exercise and that he agreed with it. He was kept informed by Ms Tindle throughout July and August and accepted that he was aware that meetings had been 'laid up' (to use his phrase) or lined up to interview candidates on 10/11 August for the Online Director role, in which the Claimant was the incumbent.
14. On 8 July 2024, Andrew Staniland (a director) resigned having also received an offer to work at Asda. He continued to work his notice and on 12 July 2024, the Claimant was told he would be working with her team to support on Retail Media.
15. On 22 July 2024 a number of meetings took place. At the weekly Directors' coffee meeting, the Claimant felt that Mr Dhaliwal cut across her and was rude, Mr Dhaliwal accepted that he was 'direct' during the meeting. At the weekly trade meeting she noted that he had walked into the room and moved her belongings and again felt his behaviour towards her was rude.
16. The Claimant recorded in her notes comments made by Mr Dhaliwal at these meetings. In relation to a comment about the Claimant not being able to remain at Iceland after Mr Devaney started his new role at Asda, Mr Dhaliwal said that he could not recall making this comment. However, despite his initial denial in his statement about another comment that the Claimant had recorded in her notes in relation to Boots, he accepted in evidence at the hearing that he had made the 'Boots comment' to the Claimant, namely that if Mr Devaney was going to Boots they (Mr Dhaliwal and the Claimant) would not be having these conversations.
17. On balance and in the absence of any notes or minutes of meetings kept by the Respondent, and after considering their evidence and careful reading of the Claimant's notes of the conversation and the flow of the discussion about Mr Delaney's move to Asda, we find that it is more likely than not that Mr Dhaliwal made the comment attributed to him that he cannot recall, relating to his concerns about Mr Devaney's move to Asda and the Claimant not remaining at Iceland once he started in his new role. This combination of events and various conversations led the Claimant to understand that it was inevitable that she would be removed from the business and her employment terminated at some point.
18. On 25 July 2024, there was a further meeting between Mr Dhaliwal and the Claimant, and as recorded in her notes, she told him that based on their previous conversation (as found above), she had told the team that she would be leaving in the next 12 months. He fully accepted that he recalled this conversation and we accept her account and notes of the same.
19. On 8 August 2024, Ms Tindle held some 'exploratory interviews' with candidates identified in the executive search for the Online Director role.

20. On 10 August and 12 August 2024, the Claimant discovered through two different sources that there was a recruitment exercise underway in respect of her role.
21. On 13 August 2024, in her 121 meeting with Mr Dhaliwal, she challenged him about this and asked why her role was being advertised. In response and in his evidence, he insisted it was not being 'openly advertised' though accepted that an exercise was underway and suggested it was just to 'test the market'.
21. On 15 August 2024, the Claimant also spoke to Ms Tindle about the recruitment exercise underway and other matters, as recorded in her notes including the comment made to her by Mr Dhaliwal about 'Boots'. Ms Tindle accepted that though she didn't recall the exact words used or the Claimant telling her about the Boots comment, she was not saying the Claimant did not mention it and that comment may very well have happened. She accepted that they would have had a sensible discussion and would have been talking around the subject of Mr Devaney and where he was going. We accept the Claimant's notes fairly reflect the meeting. Ms Tindle did not make notes of the meeting and the only set of notes referred to as made by HR (in relation to an interview with Matthew Lowe) were not disclosed.
22. On 15 August 2024, the Claimant also had a conversation with Mr David Vaughan (Respondent's in-house legal counsel) and spoke to him about the recruitment process. She says and recorded in her notes that he was shocked. Other than the Respondent generally denying this, we have no evidence before us to refute the Claimant's account and accept her notes and evidence on this.
23. The Claimant went on leave in late August. On 20 August 2024, Ms Tindle held an exploratory interview with Mr Mellis, who was ultimately the successful candidate in the recruitment exercise in relation to the Claimant's role.
24. Following this, on 2 September 2024, Ms Tindle arranged for a second interview of Mr Mellis by two of three Executive Directors whom she had lined up for interviews, in this case Paul Dhaliwal and Richard Ewen.
25. During the Claimant's holiday in late August, she kept in touch with her team to continue to arrange meetings on her return to work.

3 September 2024 – Timeline of Events

26. On her return to work on 3 September 2024, the Claimant spent the morning with her team, planning for the sales forecast for the next 16 weeks. She asked her PA, Miss Heely to print some documents for her, which was not unusual, ahead of her meeting with Mr Dhaliwal at 13.00. Miss Heely agreed it was not unusual for the Claimant to ask her to print off documents. Mr Dhaliwal also acknowledged that she had a folder with her when she went into the meeting.
27. **circa 13:00** The Claimant attended her 121 meeting with Mr Dhaliwal. The Claimant says Mr Dhaliwal told her it was her last day and that Richard Ewen would take over. Mr Dhaliwal says that on entering the room, the

Claimant said that she “dreaded such meetings and always wondered if it was her last meeting” and that he replied “we can make it your last meeting”. Whilst they differ on what was said at the beginning of the meeting, the Claimant saying they talked briefly about holidays, Mr Dhaliwal saying that he said he now felt the team could manage if she left so this was her ‘last day’, on balance and taking account of their respective evidence, we find that Mr Dhaliwal on his own evidence was the person who triggered the conversation about leaving, by saying ‘we can make it your last meeting’.

28. **Meeting duration (approx. 6 minutes):** The duration of the meeting from phone records of calls made after it finished, was only approximately 6 minutes. In as much as anything was then discussed, it was limited. The Claimant asked about ‘the paperwork’ and Mr Dhaliwal told her that Mr Vaughan would contact her that day about ‘the financial practicalities such as notice pay etc’. For the Claimant this was the termination of her employment that she had been expecting.

29. **Circa 13:07** Mr Dhaliwal wanted to tell the team immediately, and they both agree that this is the case. The Claimant was reluctant to do so but felt it was inevitable that whether she asked Miss Heely to convene the team or Mr Dhaliwal asked Loran his PA, the meeting was going to happen. The Claimant therefore called Miss Heely asking for the team to be gathered in the conference room.

30. **Circa 13:12** A further call was made arranging for additional team member(s) to attend virtually.

31. **Circa 13:12–13:20** The Team meeting took place in the Boardroom. It is not in dispute that the team were told that the Claimant was leaving the business. The Claimant accepts that by way of explanation, she said to the team that she would be spending time with her father, who was unwell. The Claimant was observed by one colleague who gave evidence to be quiet, subdued, and upset throughout the meeting and by Mr Dhaliwal specifically when talking about her father. There was consensus that she was upset during the meeting.

32. **circa. 13:20** Mr Dhaliwal left the Claimant with the team in the Boardroom. In the next few minutes he took a number of actions: a call to IT to disable her account; a call to Ms Tindle to prepare a draft announcement, which was sent by Ms Tindle to Comms by 14.38 for circulation at 16.00, having been sent to and approved by Mr Dhaliwal in the interim; he met with Richard Ewen to ask him to take over the team, by his own evidence selecting him as someone who was ready to step up and a meeting was arranged for Mr Ewen to meet with the team at 14.00; at some point that afternoon Mr Dhaliwal also says he called Mr Vaughan (though said at the hearing that he was not aware where he was or if he was on holiday) and instructed Mr Vaughan to send a letter to the Claimant. A letter was sent to the Claimant by Mr Vaughan at 16.32. This is common ground.

33. **circa 13:27** The Claimant’s IT access (email account) was disabled.

34. **circa 13:31**
The Claimant returned to her office. Both she and Miss Heely were upset

and in tears, as acknowledged by Miss Heely in her evidence.

35. Circa 13:37 The Claimant made a brief call to Mr Dhaliwal (approx. 54 seconds), said to relate to practical matters such as her laptop/phone.

36. Circa 14:01 The Claimant left the building as recorded by her Pass swipe record.

Circa 14:06 The Claimant called her husband; the call lasted approx. 31 minutes.

37. Circa 14:38 The draft announcement of the Claimant's departure was prepared internally and sent by Ms Tindle to the Comms team.

38. Circa 16:32 A termination letter was sent to the Claimant by Mr Vaughan. There was no reason for the termination set out in the letter, which refers to 'exit terms' and to the contractual termination provisions at clauses 16.11 and 16.12 of her contract of employment, which set out the Respondent's ability to terminate and pay in lieu of notice (PILON).

39. Circa 16:44 The internal announcement was circulated by the comms team in Mr Dhaliwal's name stating that the Claimant had chosen to leave for family reasons and to set up a new business of her own.

40. Circa 16:45 The announcement was sent to the Claimant having already been circulated without her having seen or agreed the draft announcement.

41. Circa 16:48 (call lasts 17 mins) The Claimant called Mr Vaughan and challenged the announcement and the termination letter that he had sent to her and the narrative of her departure. She complained that it looked like she had resigned, which she had not; she recorded in her notes that he said he was on holiday and was asked at 10am that morning to prepare the letter. She informed him that she would be contacting a solicitor. The phone records confirm the call was made, there is no evidence on the Respondent's part to dispute the contents of the call or the notes recorded by the Claimant, and when asked at the hearing if he had spoken to Mr Vaughan about this call, Mr Dhaliwal said he had not. We accept the Claimant's notes and account of that call.

4 September 2024

42. The Claimant's office was cleared and her property removed on 4 or 5 September 2024.

44. A number of candidates from the recruitment exercise were interviewed by Mr Dhaliwal and two other Directors on 10 and 11 September, including Mr Mellis to whom an offer was made on 12 September 2024, which he accepted on 14 September 2024.

45. The Claimant appealed against the termination of her employment on 20 September 2024. The Respondent replied by letter on 7 October 2024, after Ms Tindle had discussed this with Mr Dhaliwal, confirming that they did

not intend to hear her appeal because her employment had terminated by mutual consent.

Law

We were referred to relevant law and several case authorities by both Counsel in their written submissions, which we take account of.

On evidence: **Gestmin SGSP S.A. v Credit Suisse (UK) Ltd & Anor [2013] EWHC 3560** as set out in Mr Singh's written submissions

On termination by mutual consent: ***Riley v Direct Line Insurance Group [2023] EAT 118, [2023] IRLR 952***, in which HHJ Shanks summarised the position about consensual termination at [23]:

"The authorities establish the following relevant propositions of law:

(1) Whatever the respective actions of the employer and employee at the time when the contract is terminated, at the end of the day the question always remains the same: "Who really terminated the contract?" (see: *Sir John Donaldson MR in Martin v MBS Fastenings [1983] IRLR 198*). The issue is one of causation.

(2) Termination of the contract of employment by the freely given mutual consent of both the employer and the employee is not a dismissal under section 95(1)(a) (see: *Birch v University of Liverpool [1985] IRLR 165*).

(3) The question how the contract was terminated is ultimately one of fact and degree and the tribunal must look at the realities rather than the form of the relevant transactions.

(4) Because of the consequences for the employee that flow from a finding of consensual termination the tribunal must be astute to find clear evidence that a termination was indeed free and consensual.

Such a conclusion cannot apply if there is deceit, coercion or undue pressure, in particular if the employee is under direct threat of dismissal by the employer. Conversely, where there has been negotiation and discussion and an opportunity for the employee to seek legal advice, a consensual termination may properly be inferred.

(5) There is a distinction between an employee consenting to the termination of his employment and consenting to being dismissed by his employer. The latter analysis has often been considered appropriate in cases where employees volunteer for redundancy (probably as a matter of fairness because entitlement to a statutory redundancy payment itself requires a "dismissal") but the existence or non-existence of a redundancy situation is not determinative."

Conclusions

46. In reaching our decision, we considered the relevant legislation and case authorities above to which we were referred. We will address the issues in the case separately, but each conclusion has been drawn having taken account of the whole of the evidence in the case, both written and oral.

47. We had written and oral submissions from Mr Singh for the Claimant and Mr Tatton Brown for the Respondent.

Did the Claimant's employment terminate by mutual agreement or was she dismissed?

48. We find it relevant to remind ourselves of the background leading to the crucial meeting on 3 September 2024. The facts as found include that after the Claimant's husband resigned in June 2024, when announcing this at three meetings on 3 July 2024, Mr Dhaliwal made a comment to the effect that if the Claimant shared or disclosed any confidential information she would be 'fired'. Shortly after this on 12 July 2024 Mr Staniland was put in place to work alongside the Claimant and with her team. In meetings on 22 July 2024, Mr Dhaliwal was rude towards her, cutting across her and moving her belongings to sit in her place.

49. We also found that Mr Dhaliwal made a comment that once her husband, who was then on garden leave, started at Iceland she would not be able to stay and that if her husband was moving to Boots rather than Asda, they would not be having these conversations. We conclude that it is understandable that the Claimant believed that her husband's move to Asda was an obstacle to her remaining in the business and that her days were numbered.

50. This was only re-enforced when the Claimant discovered in mid-August that there was a recruitment exercise underway in relation to her role. She challenged this and it was not denied, though at that stage she was unaware it had been commissioned in early July 2024. Though described variously as a 'mapping exercise' to 'test the market', we conclude based on the evidence and findings that this was not a 'desk top mapping exercise', it was a recruitment exercise for a specific role (the Claimant's) and the Respondent's own evidence supports this. The recruitment exercise duly progressed with candidates scheduled for second interviews with Executive Board members on 10 and 11 September 2024. Mr Dhaliwal was kept informed and was aware of this.

51. Though the notes of events, meetings and conversations kept by the Claimant were challenged by the Respondent as to their accuracy or the purpose for which she was keeping such notes, we accept the Claimant's explanation that as a professional and a former HR director, she was in the habit of and always took notes of meetings. Even if, as Counsel for the Respondent contended, these notes were written to be read by a third party, that is not surprising given that the Claimant felt vulnerable in her role and due to her husband's resignation, was in a difficult position.

52. In addition, where challenged specifically and taking account of the evidence before us, we have found that the Claimant's records were notes of what happened, were in parts accepted by and accorded with the Respondent's witnesses' evidence and we have made findings above that they were a fair and accurate reflection of certain meetings and conversations. By contrast the Respondent did not keep or produce notes of any meetings, either 121s with Mr Dhaliwal nor any meetings with Ms Tindle or HR and one set of notes by HR in relation to an interview with

Matthew Lowe were said to be 'not returned' and were not disclosed in the proceedings.

53. In answering the above question, the key area of contention is what happened at the meeting between the Claimant and Mr Dhaliwal on 3 September 2024, on her return from holiday. Based on the evidence and our findings we do not believe it was the Claimant's intention to resign or initiate a conversation about leaving that day. The Claimant had remained in contact with her team during her holiday for forward planning, and spent the morning with her team continuing to plan forecasts for the period ahead. She had papers printed off which was not unusual and Mr Dhaliwal agreed that she had a folder with her when she went into the meeting.
54. Though their accounts differ as to what was said when she first entered the room, holiday pleasantries and/or that she dreaded meeting with him, both accounts agree that Mr Dhaliwal made the suggestion that this could be her 'last meeting'. The Claimant contends because this was pre-planned and the Respondent contends that this is because the Claimant spoke of leaving. On balance, even on his own account, Mr Dhaliwal talked about the possibility of it being her 'last day' and even if he had not planned to do so that morning, he seized an opportunity before him. Against the above background and our findings, on balance we conclude that Mr Dhaliwal triggered the conversation about the Claimant leaving the business.
55. By his own acknowledgment he is direct and makes decisions quickly and we conclude that he initiated the conversation and 'cut to the chase'. We take account of the fact that he had been kept informed of the recruitment exercise and that by this point there were candidates lined up for interview with Executive Board members. Against that background, he put forward to the Claimant that this could be her last day. Given our findings that the Claimant had concluded that her days were numbered since the discussions in July and the instigation of the recruitment exercise, she understood this to mean that the decision was being taken to effect that termination now. The Respondent's case is that the termination was by 'mutual agreement'.
56. The further crucial question then is whether the termination was by mutual consent. We were referred by both Counsel to the Case of **Riley** (above) and must consider the question of: 'who really terminated the contract?' in doing so 'we must look to the realities'. We take note that there needs to be clear evidence that the termination was 'free and consensual' and that this 'cannot apply if there is deceit, coercion or undue pressure, in particular if under direct threat of dismissal' and conversely 'where there has been negotiation and discussion and an opportunity for the employee to seek legal advice, a consensual termination may properly be inferred.'
57. Mr Tatton Brown submits that the Claimant was not told 'resign or be dismissed' and that there was no threat of dismissal. However, given our findings above and conclusions as to the Claimant's understanding that her days were numbered, as justified by the active recruitment exercise, by the Respondent's actions and the events and comments over the previous weeks, we conclude that cumulatively, these amount to a level of undue pressure on the Claimant, who was waiting for the axe to inevitably fall. Conversely, if we search for evidence that this was a consensual

termination about which there was discussion and negotiation and where the Claimant had the opportunity to seek legal advice, we conclude that this was not the case.

58. To the contrary, having seized the opportunity to discuss this being the Claimant's 'last day', Mr Dhaliwal moved quickly to put that into effect immediately. The meeting itself lasted only 6 or 7 minutes, the Claimant asked about paperwork and Mr Dhaliwal said the Respondent's legal counsel, Mr Vaughan, would be in touch; he wanted to tell the team immediately and we accepted the Claimant's evidence that that meeting was inevitably going to go ahead; we conclude based on evidence we saw and heard that it is understandable that in the meeting she wished to remain professional and put on a good front or to save face and so explained her departure to the team with reference to spending time with her father; we have found evidence that she was shocked and upset and conclude that she had not anticipated that morning, how the events of the day, which moved extremely quickly, would unfold. After the initial meeting with Mr Dhaliwal at 1pm, by 2pm she had left the building. Ms Heely confirmed that both she and the Claimant were upset as she departed.
59. We note also the speed with which after the initial short meeting, Mr Dhaliwal put into place several steps to effect the termination and communicate it to the business, none of which were discussed or agreed with the Claimant, including removing IT access, putting a new manager in place to take on the team, not on a temporary or interim basis but on his own account selecting someone who was ready to step up, clearly a considered decision that took little time to put into effect, and giving instruction to Ms Tindle to draft an announcement which he approved. That announcement was drafted within 40 minutes of the Claimant leaving the building and was sent to the comms team by 4pm. It was not shared with the Claimant to be agreed, as would usually be expected had there been a consensual and mutual agreement and was sent out to the business at 4.44pm and only then sent to the Claimant at 4.45pm.
60. It is of note that as soon as the Claimant received the announcement, having shortly before (at 4.32pm) received a letter from Mr Vaughan confirming the termination of her employment, she called Mr Vaughan and had a 17 minute conversation with him, objecting to the contents of the announcement which made it look like she had resigned, which she refuted and about his letter. The Claimant said Mr Vaughan told her that he was on holiday and had been asked to draft the letter at 10am that morning. The Claimant told him that she would be contacting a solicitor. We accepted in our findings, the Claimant's account of this call, as set out above.
61. She also appealed against her dismissal, which appeal was declined and not progressed, the Respondent's reason being that she had mutually agreed to the termination of her employment and was not dismissed.
62. In the circumstances and taking account of the evidence and our findings, we conclude that the termination was not by mutual agreement and was not 'free and consensual' on the part of the Claimant. Looking at the realities of the situation and assessing the question 'who really terminated the contract?', we conclude that by the meeting on 3 September 2024 and the letter issued by the Respondent and sent to the Claimant at 4.32pm that

day, the Respondent terminated the Claimant's employment and that she was dismissed.

If dismissed, what was the reason for her dismissal?

63. The Respondent did not put forward or plead a reason or 'fair' reason for the termination of the Claimant's employment, their case being that there was no dismissal and the employment terminated by mutual agreement, which we have concluded was not the case.

Was dismissal for that reason fair in all the circumstances of the case?

64. Nor was it contended by the Respondent that there was any process followed. The Respondent had an opportunity to consider the Claimant's appeal against the termination of her employment but chose not to do so. In light of our findings and conclusions above, and in the absence of any submission as to a fair reason for dismissal and the lack of a fair or any process being undertaken, for the avoidance of doubt, we conclude that in all of the circumstances the Claimant's dismissal was unfair.

If the Claimant was unfairly dismissed, what are the chances absent such unfairness she would have been dismissed in any event?

65. No submissions were made by the Respondent that absent any unfairness, the Claimant would have been dismissed in any event. If the Respondent is pursuing this point, any arguments or submissions can be addressed at the remedy hearing.

Approved by:

Employment Judge K Hunt

6 September 2026

JUDGMENT SENT TO THE PARTIES
ON
16 September 2026

Lauren Chambers
FOR THE TRIBUNAL OFFICE