



EMPLOYMENT TRIBUNALS

Claimant: Mr C Cooper

Respondent: UKPD Limited

Heard at: Manchester

On: 21 January 2020

Before: Employment Judge Holmes

REPRESENTATION:

Claimant: In person

Respondent: Response not entered

JUDGMENT

It is the judgment of the Tribunal that:

1. The respondent failed to pay the claimant's pay in lieu of untaken holiday on termination of his employment, in the total sum of **£1,265.00**. The respondent is ordered to pay that sum to the claimant, which is a gross sum from which the appropriate deductions for tax and national insurance should be made.
2. The address of the respondent is amended to provide that its address is its Registered Office at 15 Olympic Court, Boardmans Way, Whitehills Business Park, Blackpool, FY4 5GU.

REASONS

1. By a claim form presented to the Tribunal on 30 October 2019 the claimant brought claims in respect of holiday pay, and indeed notice pay arising out of a brief period of employment that he had with the respondent company between 1 March 2019 and 11 August 2019. The claimant attended in person, but the respondent did not, no response having been entered to the Tribunal claims.
2. The respondent's details on the claim form was given as UKPD Limited – Blank Canvas, and its address as Unit 1 Printworks, Withy Grove, Manchester, M3

2BS. The Employment Judge had conducted a Companies House search on this company and had noticed that its Registered Office address was different from the respondent's address put on the claim form, and was in fact an address at a Business Park in Blackpool. He was initially therefore concerned that the proceedings may not have come to the attention of the respondent company.

3. The claimant confirmed that Unit 1 at the Printworks, Withy Grove, Manchester, had indeed been a restaurant at which the claimant was to have worked. It opened briefly but then closed down. The respondent, however, has a two year lease on that property, but is no longer trading from it. The Employment Judge therefore explored with the claimant whether he could be satisfied that the claims had come to the attention of the limited company. The claimant said that they had, and indeed was able to produce to the Tribunal email communications with one Tim Sayers. Tim Sayers is indeed a director of the respondent company, and the claimant was able to produce email correspondence with Tim Sayers before the claims were issued, and indeed after they were issued. In particular Tim Sayers sent an email to the claimant on 30 October 2019 stating that UKPD Limited was now in the hands of administrators. He said in this email that the claimant would become another creditor in the list, to be apportioned when fixtures and fittings are sold. That apparently is a reference to what has subsequently happened, the claimant informed the Tribunal, in that the fixtures and fittings have been transferred to another enterprise operated by Mr Sayers, or one of his companies.

4. It is, however, incorrect for Mr Sayers to have stated that UKPD Limited was in the hands of administrators, as the Companies House search reveals no such step has yet been taken. There is thus no impediment to the claimant bringing these claims against the limited company. Furthermore, the Employment Judge was satisfied from this exchange of email correspondence, which indeed continued to 17 November 2019 when the claimant again chased payment of his unpaid holiday pay, that the respondent is indeed aware of these proceedings.

5. The Employment Judge accordingly invited the claimant to specify, and produce evidence in support of, his claims, and he confirmed that he was seeking unpaid holiday pay. He confirmed that he was paid everything that he was owed up until the termination of his employment, and that in the period of his employment he took no paid holiday. He had rightly calculated that the period of employment entitled him to 11 days' accrued holiday, and he was therefore entitled to pay in lieu of that holiday upon termination. His salary was some £30,000 per annum and he had worked out that his daily rate was accordingly £115 gross. 11 days at £115.00 produces the gross figure of £1,265.00.

6. Whilst the claimant had ticked the box for notice pay on the claim form, he confirmed that he gave, worked, and was paid for his notice. Consequently he has no actual claim for notice pay. Thus holiday pay is the only claim that he makes, and the Tribunal accordingly makes the award set out above.

7. Finally, given that the respondent has a valid Registered Office at which it is noted that the two directors, Tim Sayers and Angela Sayers are also registered, the Employment Judge directed that the address of the respondent on the Tribunal's records be amended to show the Registered Office address, and that is where this Judgment will be sent.

8. As explained to the claimant, the Tribunal has no role in enforcement of its judgments, which must now be left to the claimant to pursue. In the event of an insolvency (which requires some step to be taken such as Administration or Liquidation) the claim may be met by the Secretary of State.

Employment Judge Holmes

Date: 27 January 2020

JUDGMENT AND REASONS SENT TO THE PARTIES ON
3 February 2020

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: **2414174/2019**

Name of case: **Mr C Cooper** v **UKPD Limited**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: 3 February 2020

"the calculation day" is: 4 February 2020

"the stipulated rate of interest" is: **8%**

MR S ARTINGSTALL
For the Employment Tribunal Office

INTEREST ON TRIBUNAL AWARDS

GUIDANCE NOTE

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.