



EMPLOYMENT TRIBUNALS

Claimant

Mr P Scholey

v

Respondent

Konnetkis Communications Ltd

Heard at: Sheffield (by video link)

On: 27 January 2026

Before: Employment Judge James

Representation

For the Claimant: Represented himself

For the Respondent: Mr Berman, consultant

JUDGMENT

Following the hearing of oral evidence from the claimant and submissions from the claimant and Mr Berman for the respondent, the decision of the tribunal is that:

- (1) The application to postpone was refused, for reasons given at the hearing. As a result, the application to accept the ET3 out of time (submitted just over an hour before the hearing started) was not determined).
- (2) The name of the respondent is amended, by agreement, to Konnetkis Communications Ltd.
- (3) The claim for breach of contract (notice pay)/unpaid wages (Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 and s.13 Employment Rights Act 1996) succeeds, in the sum of £565.

Relevant findings of fact and reasons

1. The claimant started work for the respondent on 26 February 2024, in the role of eLearning Content Associate. His salary was initially £21,500 per annum, increasing to £22,750 later that year.

2. On 15 January 2025, the claimant called Mr Howells, the owner of the business, to explain that he would be handing in his notice of resignation.
3. The claimant was asked to provide an email with his resignation, which the claimant provided on the same day. He suggested a leaving date of 27 January, just under two weeks; but said that if he was required to do so, he would be happy to work the full four weeks' notice.
4. There followed a conversation between the claimant and Mr Howells. The claimant agreed to a shorter notice period, just two days, to 17 January 2025, on the basis that the respondent would provide him with an 'excellent reference'.
5. The claimant had arranged another job, and was able to commence employment in that role on 27 January 2025. The reference did not materialise at any time, although luckily for the claimant, he was able to obtain a reference from a previous employer. As a result, he remains employed in the new role, on a higher salary.
6. The claimant was sent a payslip and a P45 towards the end of January 2025. This shows a payment due to him of £1137.50, less an overpayment of annual leave, giving total net pay of £695.80. It is not in dispute however, that the claimant only received £500 in his bank account.
7. It was agreed by the claimant during this hearing that he took an extra 6 days leave more than he was entitled to during his employment and that the respondent is entitled to credit for that. That appears to be in line with clause 4.4 of the contract.
8. It is the respondent's case that the claimant is only due a further £195.80. It is the claimant's case that the agreement reached on around 15 January 2025 is void, because of the failure to provide him with an 'excellent reference'. It is therefore the claimant's argument that he is entitled to notice up to and including 26 January 2025.
9. I prefer the claimant's argument. Luckily for the claimant, he was able to obtain a satisfactory reference from a previous employer. However, the claim before me is not a claim for losses arising from a failure to provide a reference, in reliance on that agreement. Rather, the question before me is whether the agreement was voided, by the respondent failing to comply with a fundamental term of that agreement - which was to provide an 'excellent reference' - in return for which the claimant had accepted the much shorter notice period. I conclude that the agreement was voided by that failure by the respondent, which was a significant one, entitling the claimant to treat the agreement as void and make this claim for the extra pay.
10. Since the claimant has fully mitigated his losses from 27 January 2025, he is only to payment for notice pay/wages from 1 to 26 January 2025 inclusive.
11. I calculate the extra payment due to the claimant as follows.
 - $26/31 \times 22,750/12 = £1590$.

- less 6 days holiday pay (6 x £87.50 = £525), and the £500 paid in January = £1025.
- £1590 less £1025 paid = £565.

12. I award that amount to the claimant.

Employment Judge James
North East Region

Dated 27 January 2026

Sent to the parties on:

30 January 2026

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For the Tribunals Office

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