



EMPLOYMENT TRIBUNALS

Claimant

Mr K Potter

Respondent

v Automotive-Electrical (Mirfield) Limited
(in voluntary liquidation)

Heard at: Sheffield (by video link – Kinly Cloud)

On: 28 January 2026

Before: Employment Judge James

Representation

For the Claimant: Represented himself

For the Respondent: Did not attend and was not represented

JUDGMENT

- (1) The claim for notice pay (Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994) is upheld. The claimant is entitled to £663, a weeks wage.
- (2) The claim for unpaid wages (s.13 Employment Rights Act 1996) is upheld. The claimant is entitled to the sum of £7,558.20.
- (3) The claim for holiday pay is upheld. The claimant is entitled to the sum of £2023.48.
- (4) the claimant could not pursue a claim for unfair dismissal (s.94 Employment Rights Act 1996) or for redundancy pay (s.135 Employment Rights Act 1996), because he did not have two-years service by the time his employment ended. The claimant agreed to withdraw those claims. They are dismissed on withdrawal.

REASONS

The issues

1. The agreed issues which the tribunal had to determine are:
 - 1.1. When and how did the claimant's employment end?

- 1.2. What notice was the claimant entitled to on the termination of his contract of employment?
- 1.3. Was the claimant paid for that notice; if not, what payment is he entitled to as compensation for lack of notice?
- 1.4. Is the claimant owed any wages; if so, for what period and at what rate?
- 1.5. Is the claimant entitled to any accrued holiday pay on the termination of his employment; if so, how many days and at what daily rate of pay?

The proceedings

2. Acas Early Conciliation took place between 8 July and 18 August 2025. The claim form was issued on 27 August 2025. The claimant makes claims for unfair dismissal, a redundancy payment, notice pay, holiday pay and arrears of pay. The claimant accepted at the outset of the hearing that he did not have sufficient service to bring a claim for unfair dismissal or redundancy pay. He agreed to withdraw those claims.
3. On 23 January 2026, Mr Stevie Hodgson wrote to the tribunal to say that the respondent company had entered into voluntary liquidation. The liquidators wrote to the tribunal on 27 January 2026 to confirm that the company entered into liquidation on 20 January 2026 and control of the company now rests with the appointed joint liquidators. They confirmed that the liquidators would not be attending today's hearing.

The hearing

4. The hearing took place today. Evidence was heard from the claimant. A brief verbal judgment was then given. Since the Secretary of State may be responsible for some or all of the payments ordered to be paid to the claimant, the reasons for the decision are set out below.

Findings of fact

5. The claimant started work for the respondent on 11 September 2023 in the role of Coachbuilder. The respondent carries out vehicle conversions. Three people worked for the respondent.
6. When the claimant started work, he worked a week in hand. That was outstanding, when his employment ended (although see below regarding the payment on 28 July).
7. The claimant was paid an hourly rate of £17 per hour. He worked 39 hours per week, or 7.8 hours per day. His gross weekly wage was therefore £663.
8. The respondent got into cash flow problems. A meeting took place with each of the employees on Friday 23 May to say that the company would not be able to pay weekly wages due to lack of funds and outstanding debts. The claimant was not told he was dismissed and did not receive a P45 at that time. Nor did he receive any dismissal or layoff letter. The claimant understood that Mr Hodgson hoped to sort out the issues and he could then continue working for the respondent. One of his colleagues continued to work.
9. The claimant told Mr Hodgson on 26 May he had a doctor's appointment and needed to earn cash and would not be attending work if the respondent could not pay him. However, he remained ready and willing to work whenever work was available.

10. The claimant saw Mr Hodgson on 6 June regarding the money owed to him. A weeks wage was paid to the claimant on 7 June 2025, for the week's work carried out up to 23 May.
11. The claimant attended the workplace on 11 June to collect his workwear, because he had an interview. On 23 June, the claimant saw Mr Hodgson, who asked the claimant whether he got the job. The claimant had not been offered the job, but did not want to tell Mr Hodgson that. So he told Mr Hodgson he had been offered the job but had declined it.
12. On 1 July, the claimant came to collect his toolbox and tools because Mr Hodgson said that if HMRC came in, they might confiscate his tools and sell them, to settle the debt they were owed by the respondent.
13. On 28 July, the claimant was paid a further week's wages. It is assumed that this was the claimant's 'week in hand'.
14. Since he was not getting anywhere, the claimant contacted Acas. They managed to speak to Mr Hodgson on 12 August. The claimant understands that Mr Hodgson told Acas that the claimant was not employed there any more. That was the first time the claimant had been told his employment had ended. That is why, in the claim form, the claimant has put the end date of his employment down as 12 August 2025.
15. After the above conversation, the claimant was sent his P45. That says the claimant's last day of employment was 23 May 2025.
16. As the holidays, the claimant took three days holiday prior to 23 May. He was also paid for the bank holidays that took place on one January, Good Friday and Easter Monday, and the May Day bank holiday.

Conclusions

17. The first decision to be made is when the claimant's employment ended. Although the P45 says 23 May 2025, I am satisfied that the claimant was not told on 23 May that his employment had come to an end. He was in effect laid off, even though there was no formal layoff clause in the contract between him and the respondent. He remained willing and able to work for the respondent and in the absence of a formal layoff agreement, he remained entitled to pay. It was not until 12 August that the claimant understood that his employment had come to an end and he would not be asked to return.
18. The claimant is entitled to statutory notice of one week. I award him a weeks pay, £663, for notice.
19. The claimant was entitled to pay between 24 May and 12 August, a period of 11 weeks and 2 working days. I award him 11 x £663 plus two days wages (£265.20), a total of £7,293 plus £265.20, which equals £7,558.20. I award him that amount for arrears of pay.
20. By 12 August, 225 days of the holiday year had passed. $225/365 \times 28 = 17.26$ days. He had taken 3 days, so 14.26 days were still owing, plus the 26 May Bank Holiday (it is assumed that bank holidays were payable when they happened, not on a pro rata basis). That gives 15.26 days. $15.26 \times 7.8 \text{ hours} \times 17 = £2023.48$. I award the claimant that amount for holiday pay.

Employment Judge James
North East Region

Dated 28 January 2026

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