



EMPLOYMENT TRIBUNALS

Claimant

Mr J Sambrook

v

Respondent

247 Logistics Limited

Heard at: Bury St Edmunds

On: 10 December 2018

Before: Employment Judge Cassel

Members: Mrs Prettyman and Ms S Blunden

Appearances

For the Claimant: Mrs S Spencer-Sambrook, the Claimant's wife

For the Respondent: Mr S Joshi, Solicitor

REMEDY JUDGMENT

1. The respondent is to pay to the claimant the sum of £2,500 plus interest of £323 for injury to feelings in respect of discrimination arising from disability under the Equality Act 2010.
2. The respondent is to pay to the claimant a sum of £8,746.50 which comprises a sum of £8,000 plus interest of £746.50 for injury to feelings in respect of victimisation pursuant to the Equality Act 2010.
3. The grand total for the respondent to pay to the claimant is £11,569.50.

REASONS

1. We deal firstly with discrimination arising from disability to which we referred in paragraph 25 of the liability judgment. There was a delay of several weeks, in fact five weeks from 26 April to the end of May for the respondent to act.
2. The claimant's evidence as to the impact of the delay on his medical health was given at some length today. The impact on him and his

marriage was described in some detail. He stated in evidence that it made him feel useless. He was depressed and anxious and unable to feed his family through no fault of his own. He defaulted on his credit cards, became seriously indebted and he stated that this was the lowest he had ever felt. He provided medical records showing that he was receiving medication. We are not medical experts but he told us that they were part of the treatment for his depression.

3. We consider the appropriate award for injury to feelings at £2,500. Interest on this sum is awarded at 8% per annum starting on 26 April 2017.
4. As far as the claim of victimisation is concerned, the essence of the unlawful act is of subjecting the person thus victimised to a detriment. We were reminded by Mr Joshi that damages should not be punitive and should be compensatory. It was apparent, however, to the respondent that the loss of the satellite navigation system, or its value, was something that caused him particular distress. The respondent knew that to be the case from at least 19 June 2017. The intrinsic value may have been small and with good reason the claimant considered it was a representation of how little he mattered to the respondent.
5. He gave further evidence today that he had lent the sat-nav to a co-worker with the knowledge and agreement of the respondent and their specific agreement and consent to replace it or to pay the purchase price prior to him lending the sat-nav to his co-worker.
6. The claimant gave evidence that notwithstanding the liability judgment, no efforts had been made to rectify this. He stated that it made him feel like he was a nothing, a nobody and in his words that, "*I would just go away*". He gave evidence that he was on substantial medication for depression.
7. We place this breach in the upper echelons of the lower band of Vento damages at £8,000. Interest is payable from 5 October 2017 when the respondent knew of the proceedings, which was the protected act. Interest is as of today's date, £746.50.
8. The total payable by the respondent to the claimant is therefore, £11,569.50.
9. The proceedings were then converted to a case management discussion and those matters discussed are appended to this Judgment.

Discussion

- (1) At the end of the remedy hearing, Mrs Spencer-Sambrook applied for costs. We ascertained that the costs to which she was referring were for a preparation time order under rule 76. Having heard from Mr Joshi, who submitted that as the details for the purposes of the costs application were

scant and that the details of those times for which a preparation time order was sought had not being provided, the costs hearing should be adjourned.

- (2) We adjourned the costs application until 15 May 2019 at Norwich Employment Tribunal sitting at Norwich Magistrates Court and make the following orders for the claimant to provide the following details.

Other matters

- (3) The attention of the parties is drawn to the Presidential Guidance on 'General Case Management', which can be found at: www.judiciary.gov.uk/publications/employment-rules-and-legislation-practice-directions/
- (4) The parties are reminded of rule 92: "*Where a party sends a communication to the Tribunal (except an application under rule 32) it shall send a copy to all other parties, and state that it has done so (by use of "cc" or otherwise)...*". **If, when writing to the tribunal, the parties do not comply with this rule, the tribunal may decide not to consider what they have written.**
- (5) The parties are also reminded of their obligation under rule 2 to assist the Tribunal to further the overriding objective and in particular to co-operate generally with other parties and with the Tribunal.
- (6) If the Tribunal determines that the respondent has breached any of the claimant's rights to which the claim relates, it may decide whether there were any aggravating features to the breach and, if so, whether to impose a financial penalty and in what sum, in accordance with section 12A Employment Tribunals Act 1996.
- (7) The following case management orders were uncontentious and effectively made by consent.

ORDERS

Made pursuant to the Employment Tribunal Rules of Procedure

1. Further Information / Time Allocation Break-down

- 1.1 All details of the alleged failure by the respondent's representative to comply with case management orders made in the course of these proceedings is to be provided by the claimant.
- 1.2 In addition the claimant is to provide full details of the alleged amendments to the particulars of response in the ET3.

- 1.3 The claimant is to provide a full break-down in the time spent in preparation for the hearing, identifying that time that was required to be spent as a result of the alleged breaches of the respondent's representative. (We explained that the tribunal has no power to make an award of costs for hearing time).
- 1.4 The details are to be provided to the respondent and to the tribunal by **Monday 7 January 2019**.

2. Complaints and issues

The parties must inform each other and the Tribunal in writing **within 14 days of the date this is sent to them**, providing full details, if what is set out in the Case Management Summary section above about the case and the issues that arise is inaccurate and/or incomplete in any important way.

3. Other matters

- 3.1 The above orders were made and explained to the parties at the hearing. All orders must be complied with even if this written record of the hearing is received after the date for compliance has passed.
- 3.2 Anyone affected by any of these orders may apply for it to be varied, suspended or set aside. Any further applications should be made on receipt of these orders or as soon as possible.
- 3.3 The parties may by agreement vary the dates specified in any order by up to 14 days without the tribunal's permission except that no variation may be agreed where that might affect the hearing date. The tribunal must be told about any agreed variation before it comes into effect.
- 3.4 **Public access to employment tribunal decisions**
All 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.
- 3.5 **Any person who without reasonable excuse fails to comply with a Tribunal Order for the disclosure of documents commits a criminal offence and is liable, if convicted in the Magistrates Court, to a fine of up to £1,000.00.**
- 3.6 **Under rule 6, if any of the above orders is not complied with, the Tribunal may take such action as it considers just which may include: (a) waiving or varying the requirement; (b) striking out the claim or the response, in whole or in part, in accordance with rule 37; (c) barring or restricting a party's participation in the**

proceedings; and/or (d) awarding costs in accordance with rule 74-84.

Employment Judge Cassel

Date: ...23/1/2019.

Sent to the parties on: ..23/1/2019

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For the Tribunal Office