EMPLOYMENT TRIBUNALS

Claimant:	**Miss. Kim Beaney**	
Respondents:	**Highways England**	**(R1)**
	Mr. Grant Bosence	**(R2)**
	Mr. Steven Curtis	**(R3)**
Heard at:	**Nottingham**	
On:	**4th October 2019**	
	11th November 2019 (In Chambers)	
Before:	**Employment Judge Heap**	
Members:	**Mr. A Beveridge**	
	Mr. A Kabal	

Representatives

Claimant:	**Ms. Rachel Barrett - Counsel**
Respondent:	**Mr. David Maxwell - Counsel**

RESERVED JUDGMENT

1. The First, Second and Third Respondent subjected the Claimant to unlawful discrimination contrary to Section 26(3) Equality Act 2010 and they are Ordered, jointly and severally, to pay to the Claimant the total sum of **£73,618.75 made up as follows:**

Financial losses (including interest)	**£24,601.84**
Loss of daily allowance	**£1,740.04**
Injury to feelings (including interest)	**£26,725.48**
Aggravated damages (including interest)	**£5,536.99**
Adjustment under Section 207 TULRCA	**£8,790.65**
Grossed up element	**£6,223.75**

REASONS

BACKGROUND AND THE ISSUES

1. This hearing followed on from a Reserved Judgment on liability ("The Liability Judgment") in which we found in favour of the Claimant in respect of a number of her complaints advanced under Section 26(3) Equality Act 2010 and, also, found that she had been directly discriminated against in respect of being (constructively) dismissed by the First Respondent as her employer with regard to Section 39(2)(c) Equality Act 2010.

2. The purpose of today's hearing was therefore to deal with the remedy which it was appropriate to Order so as to compensate the Claimant for those particular complaints which we had determined to be well founded and which had accordingly succeeded.

3. The Respondents had, shortly prior to the hearing today, made a postponement application. Given the late stage of that application, it was indicated to the Respondents that, if granted, it would be almost inevitable that an Order for costs would be made in favour of the Claimant (it having been intimated in her solicitor's reply to the application that costs would be sought). The Respondents withdrew the application upon receipt of that indication and we have accordingly proceeded today. We say more about that position below in the context of a costs application advanced on behalf of the Claimant.

4. Ms. Barrett had produced very useful outline submissions which set out that the Claimant was seeking remedies under the following heads of claim:

(i) A declaration;
(ii) Compensation for financial losses;
(iii) Damages for injury to feelings;
(iv) Aggravated damages;
(v) An adjustment to compensation under Section 207A Trade Union & Labour Relations (Consolidation) Act 1992;
(vi) Interest;
(vii) A payment to the Secretary of State under Section 12A Employment Tribunals Act 1996; and
(viii) Costs relating to the aborted postponement application.

5. Mr. Maxwell sought the opportunity to make written representations on the latter two issues. We resolved to refuse that on the basis that we considered it necessary to hear directly from both parties on all issues and the provision of written representations might delay our decision. Mr. Maxwell is of course experienced Counsel and we were satisfied that a suitable adjournment for him to review matters relating to the Section 12A position and to take instructions from the Government Legal Department regarding the circumstances that led to the costs application would be sufficient and fair to both parties.

6. Unfortunately, by close of submissions at 5.30 p.m. we had insufficient time to deliberate and deliver our Judgment so we reconvened in chambers on 11th November 2019 in order to make our decision. On that basis, our calculation as to the compensation that we have Ordered to be paid to the Claimant is assessed to the date of our decision; namely 11th November 2019.

THE PARTIES' RESPECTIVE POSITIONS

7. We set out here the respective positions of the parties on each of the heads of claim sought by the Claimant.

Compensation for financial losses

8. The Respondents position, as raised for the first time during the liability hearing (see paragraph 88 of the Liability Judgment) was that the

appointment of the Claimant was on a fixed term contract until April 2018 (albeit it is accepted that that fixed term was later extended to 18th May 2018) and that as her employment would have terminated at that point, she would not be entitled to any losses post that date.

9. The Claimant's position as set out in her evidence is that even if her employment was intended to be on a fixed term, that was not the offer made or accepted and she would have strongly resisted any variation to her contractual terms. Realistically, Ms. Barrett accepts that the reality is that the Respondent would have been entitled to terminate the employment contract and offer re-engagement on the fixed term but it is said that the Claimant had a very good prospect of securing alternative employment with the Respondent and thus continuing past 18th May 2018.

10. In this regard, it is said that she would have applied for a role of Assistant Highways Inspector at the conclusion of the fixed term which she would have stood a good chance of obtaining or, otherwise, one of a number of other vacant posts for which she had relevant skills and experience.

11. The position of the Respondents on all that is that all other trainees accepted a change to their terms and conditions and were placed on fixed term contracts and that the Claimant would have been no different. Insofar as any alternative employment is concerned, it is said that the Claimant would have had a minimal chance of obtaining a role and Mr. Maxwell submits in that regard that there should be a 75% reduction in any loss awarded after 18th May 2018 to reflect that.

12. Mr. Maxwell also submitted that the final role that the Claimant had obtained post employment with the Respondent may break the chain of causation in respect of her losses. He also submitted that for the later period of unemployment it could be said that the Claimant had failed to mitigate her losses albeit he candidly accepted that the Respondent was not able to offer up a positive case to show that there were suitable roles that the Claimant could have applied for but failed to do so.

Damages for injury to feelings

13. The Claimant's schedule of loss sets out compensation for injury to feelings within the entire range of the middle band of the **Vento**[1] bracket. Ms. Barrett's submissions set out the considerable impact that matters have had on the Claimant and, particularly, she contends that matters have had a long term impact.

14. Mr. Maxwell sensibly concedes that the Claimant has been occasioned a serious injury by what he accurately described as the "serious wrong" done to her by the Respondents.

15. Indeed, he did not challenge in cross examination any of the Claimant's account of the impact that the acts of discrimination that we have found to have been made out had upon her. He points, however, to the fact that the Claimant has not been caused serious psychiatric injury.

[1] **Vento v The Chief Constable of West Yorkshire Police [2002] EWCA Civ 1871** as 'up-rated' by **Da'Bell v NSPCC [2010] IRLR 19 EAT.**

16. Mr. Maxwell did not prepare the counter schedule of loss which was before us and which suggested a figure of £10,000.00 as being appropriate for injury to feelings and he made plain that he did not have instructions to deviate from the schedule in that regard, but he accepted that this is nevertheless properly a middle band **Vento** case.

Aggravated damages

17. Ms. Barrett contends that there should be an award of aggravated damages in this case and relies on the following in support:

    - That the manner of discrimination was particularly upsetting;
    - That the actions of the Second and Third Respondent were vindictive;
    - The handling of the grievance and appeal process rubbed salt in the wounds; and
    - The evidence of the Second and Third Respondents at the hearing was distressing.

18. Those matters are expanded upon at paragraph 18(i) to (h) of Ms. Barrett's written submissions.

19. Mr. Maxwell indicated that he did not concede that the threshold for aggravated damages was passed in this case but that even if it was, he submitted that there was no need to make a separate award as the Claimant's hurt and upset could be adequately compensated by way of a global award for injury to feelings.

An adjustment to compensation under Section 207A Trade Union & Labour Relations (Consolidation) Act 1992

20. Ms. Barrett submitted that there should be an adjustment to compensation as a result of the Respondent having failed to comply with the ACAS Code of Practice on Grievance & Disciplinary Procedures. She relied upon the factors set out at paragraph 19 of her written submissions and the relevant extracts from the Liability Judgment referred to therein as warranting an adjustment of 25% to compensation awarded.

21. Mr. Maxwell did not concede that the threshold for such an adjustment was crossed but submitted that if the Tribunal determined that such an adjustment was appropriate, this ought to be in the order of 15% rather than the 25% which the Claimant contends would be appropriate.

Interest and grossing up

22. Mr. Maxwell does not dispute that interest should be awarded and there is no dispute that the rate of 8% per annum as set out in Ms. Barrett's written submissions is the appropriate rate.

23. Mr. Maxwell similarly concedes that a grossing up of any award in excess of £30,000.00 would be appropriate.

A payment to the Secretary of State under Section 12A Employment Tribunals Act 1996

24. Ms. Barrett submits that there ought to be an Order made under Section 12A Employment Tribunals Act 1996 on the basis that the Liability

Judgment made it plain that the Claimant's rights to which the claim related had been breached and there were a number of aggravating factors. She relies on the same factors as are relied upon in the context of the claim for aggravated damages.

Costs relating to the aborted postponement application

25. The Claimant seeks the costs occasioned by the abortive postponement application which was made only a short time before the commencement of the Remedy hearing. It is said that that amounted to unreasonable conduct because the Respondent had failed to get their house in order despite the significant period of time that they had had since the Preliminary hearing which listed the Remedy hearing and made Orders for preparation for the same. It is said that those failures caused those representing the Claimant, and Ms. Barrett in particular, a difficulty in preparing and being caused to undertake a lot of work in a very short space of time to ensure that the hearing could go ahead. The situation and the last minute postponement application had also caused the Claimant additional and unnecessary stress.

26. Mr. Maxwell submitted that the conduct of the Respondents in making the postponement application had not been unreasonable nor had it been unreasonable to withdraw that application once they had taken stock. He submitted that a party should not face costs implications for having revised their position and having accepted that the hearing could in fact proceed as listed.

Other issues

27. It is agreed between the Claimant and Respondent that the Claimant had an entitlement to a subsistence allowance of, on a broad brush approach, £15.00 per week which should be included within the financial losses awarded.

THE HEARING

28. We had before us a Remedy bundle agreed between the parties running to some 442 pages. In addition to the documentary evidence, we also heard from a number of witnesses. We heard from the Claimant on her own account and on behalf of the Respondent we heard from Simon Came, the First Respondent's Head of Planning and Development for the East Midlands Region and from Nicola Brown, a Regional Human Resources Manager employed by the First Respondent.

THE LAW

29. The statutory provisions which are relevant to the issues before us are as follows:

30. Section 124 Equality Act 2010 deals with the ability of the Tribunal to make Orders where a complaint or complaints of unlawful discrimination have been made out. The relevant parts of Section 124 provide as follows:

124 Remedies: general

(1)This section applies if an employment tribunal finds that there has been a contravention of a provision referred to in section 120(1).

(2)The tribunal may—

(a) make a declaration as to the rights of the complainant and the respondent in relation to the matters to which the proceedings relate;

(b) order the respondent to pay compensation to the complainant;

(c) make an appropriate recommendation.

. . . . . .

(6)The amount of compensation which may be awarded under subsection (2)(b) corresponds to the amount which could be awarded by the county court or the sheriff under section 119.

31. There are circumstances where full financial losses will not flow from a dismissal. That includes where there is a break in the chain of causation. In reaching our determination on these matters we have had regard to the Employment Appeal Tribunal authorities of **Commercial Motors (Wales) Ltd v Howley [2012] UKEAT 0636 – 11 – 0608** and **Cowen v Rentokil Initial Facility Services (UK) Ltd UKEAT/0473/07/DA** (and particularly paragraphs 48 to 55 of the latter) and also to the conclusions reached in **Dench v Flynn & Partners [1998] I.R.L.R. 653**.

32. In Dench, Beldam LJ made the following observations of:

"No doubt in many cases a loss consequent upon unfair dismissal will cease when an applicant gets employment of a permanent nature at an equivalent or higher level of salary or wage than the employee enjoyed when dismissed. But to regard such an event as always and in all cases putting an end to the attribution of the loss to the termination of employment, cannot lead in some cases to an award which is just and equitable.

Although causation is primarily a question of fact, the principle to be applied in deciding whether the connection between a cause, such as unfair dismissal, and its consequences is sufficient to found a legal claim to loss or damage, is a question of law. The question for the Industrial Tribunal was whether the unfair dismissal, could be regarded as a continuing course of loss she was subsequently dismissed by her new employer with no right to compensation after a month or two in her new employment. To treat the consequences of unfair dismissal as ceasing automatically when other employment supervenes, is to treat as the effective cause that which is simply closest in time.

Causes, in my view, are not simply beads on a string or links in a chain, but, as was said many years ago, they are influences or forces which may combine to bring about a result. A tribunal of fact has to consider the appropriate effect of the wrongful or unfair dismissal and the effect of the

termination of any employment which is subsequently obtained. That is a function which an Industrial Tribunal is called upon frequently to perform and, provided it does not regard itself as rigidly bound in every case to take the view that a subsequent employment will terminate the period of loss, it seems to me that it will be able, fairly and equitably, to attribute to the unfair dismissal the loss which has been sustained."

33. It is common ground that an Order for compensation under Section 124 Equality Act 2010 can include compensation for injury to feelings. The parties are broadly agreed that the sum for injury to feelings in this case sits within the middle of the **Vento** Bands. There does not appear to be any dispute that the joint Presidential Guidance which was issued on 5th September 2017 is applicable to the award and the relevant part says this:

"….in respect of claims presented before 11 September 2017, an Employment Tribunal may uprate the bands for inflation by applying the formula x divided by y (178.5) multiplied by z and where x is the relevant boundary of the relevant band in the original Vento decision and z is the appropriate value from the RPI All Items Index for the month and year closest to the date of presentation of the claim (and, where the claim falls for consideration after 1 April 2013, then applying the Simmons v Castle 10% uplift)."

34. The "boundaries" set out at paragraph 14 of Ms. Barrett's written submissions are not disputed by Mr. Maxwell as correctly applying the above paragraph of the Presidential Guidance.

Aggravated damages

35. Guidance in respect of when an award of aggravated damages is appropriate is given by the Employment Appeal Tribunal in **Commissioner of the Police of the Metropolis v Shaw [2012] IRLR 291**, the relevant extracts of which are as follows:

"Aggravated damages are thus not, conceptually, a different creature from "injury to feelings": rather, they refer to the aggravation – etymologically, the making more serious – of the injury to feelings caused by the wrongful act as a result of some additional element. Indeed if this were not so, the fact that Scots law does not recognise aggravated damages as such would mean that substantially different remedies were available in identical cases north and south of the border, which is a state of affairs to be avoided if at all possible. As it is, however, as Judge Clark observed in ***Tchoula****,* loc. cit.*, whether a tribunal makes a single award for injury to feelings, reflecting any aggravating features, or splits out aggravated damages as a separate head should be a matter of form rather than substance.*

Criteria. The circumstances attracting an award of aggravated damages fall into the three categories helpfully identified by the Law Commission: see para. 16 (2) above. Reviewing them briefly:

(a) The manner in which the wrong was committed. The basic concept here is of course that the distress caused by an act of discrimination may be made worse by it being done in an exceptionally upsetting way. In this context the phrase "high-handed, malicious, insulting or oppressive" is often referred to (as it was by the Tribunal in this case). It derives from the

*speech of Lord Reid in **Broome v Cassell & Co. Ltd.** [1972] AC 1027 (see at p. 1087G), though it has it roots in earlier authorities. It is there used to describe conduct which would justify a jury in a defamation case in making an award at "the top of the bracket". It came into the discrimination case-law by being referred to by May LJ in **Alexander** as an example of the kind of conduct which might attract an award of aggravated damages. It gives a good general idea of the territory we are in, but it should not be treated as an exhaustive definition of the kind of behaviour which may justify an award of aggravated damages. As the Law Commission makes clear, an award can be made in the case of any exceptional (or contumelious) conduct which has the effect of seriously increasing the claimant's distress.*

*(b) Motive. It is unnecessary to say much about this. Discriminatory conduct which is evidently based on prejudice or animosity or which is spiteful or vindictive or intended to wound is, as a matter of common sense and common experience, likely to cause more distress than the same acts would cause if evidently done without such a motive – say, as a result of ignorance or insensitivity. That will, however, only of course be the case if the claimant is aware of the motive in question: otherwise it could not be effective to aggravate the injury – see **Ministry of Defence v Meredith** [1995] IRLR 539, at paras. 32-33 (p. 543). There is thus in practice a considerable overlap with head (a).*

*(c) Subsequent conduct. The practice of awarding aggravated damages for conduct subsequent to the actual act complained of originated, again, in the law of defamation, to cover cases where the defendant conducted his case at trial in an unnecessarily offensive manner. Such cases can arise in the discrimination context: see **Zaiwalla and Co. v Walia** [2002] IRLR 697 (though N.B. Maurice Kay J's warning at para. 28 of his judgment (p. 702)); and **Fletcher** (above). But there can be other kinds of aggravating subsequent conduct, such as where the employer rubs salt in the wound by plainly showing that he does not take the claimant's complaint of discrimination seriously: examples of this kind can be found in **Armitage**, **Salmon** and **British Telecommunications v Reid**. A failure to apologise may also come into this category; but whether it is in fact a significantly aggravating feature will depend on the circumstances of the particular case. (For another example, see the very recent decision of this Tribunal (Silber J presiding) in **Bungay v Saini** (UKEAT/0331/10/CEA).) This basis of awarding aggravated damages is rather different from the other two in as much as it involves reliance on conduct by the defendant other than the acts complained of themselves or the behaviour immediately associated with them. A purist might object that subsequent acts of this kind should be treated as distinct wrongs, but the law has taken a more pragmatic approach. However, tribunals should be aware of the risks of awarding compensation in respect of conduct which has not been properly proved or examined in evidence, and of allowing the scope of the hearing to be disproportionately extended by considering distinct allegations of subsequent misconduct only on the basis that they are said to be relevant to a claim for aggravated damages."*

Financial Penalties

36. The circumstances in which a Tribunal may Order a financial penalty to be paid are set out in Section 12A Employment Tribunals Act 1996 which provides as follows:

12A Financial penalties

(1) Where an employment tribunal determining a claim involving an employer and a worker—

(a) concludes that the employer has breached any of the worker's rights to which the claim relates, and

(b) is of the opinion that the breach has one or more aggravating features,

the tribunal may order the employer to pay a penalty to the Secretary of State (whether or not it also makes a financial award against the employer on the claim).

37. The term "aggravating features" is not defined within the legislation and it is a matter for the discretion of the Employment Tribunal to determine in what circumstances such features arise. However, reference was made within the Government's Explanatory Notes to Section 16 Enterprise & Regulatory Reform Act (which amended the Employment Tribunals Act 1996 to include Section 12A) as follows:

"An Employment Tribunal may be more likely to find that the employer's behaviour in breaching the law had aggravating factors where the action was deliberate or committed with malice, the employer was an organisation with a dedicated human resources team or where the employer had repeatedly breached the employment right concerned".

FINDINGS OF FACT

38. We have confined our findings of fact in these circumstances to the areas of dispute between the parties.

39. The Claimant, as we set out in the Liability Judgment, is a somewhat vulnerable individual. That being said, we also found that she was desperate to settle into a secure role and provide for her family. We are entirely satisfied that the Claimant was committed to that course and had the tenacity to see her succeed. She was positive, enthusiastic and dedicated to developing not only in a job but in a long term career and she was delighted to have obtained the role as a Highways Inspection Driver when it was offered to her by the First Respondent. But for what came later, we have no doubt whatsoever that the Claimant would have done whatever was necessary secure a long term future with the First Respondent.

40. Prior to securing a role with the First Respondent, the Claimant had undertaken a number of other positions with earlier employers. She had a range of experience in this regard which included driving work, production line work and not inconsiderable experience in administration and receptionist style duties (see pages 82 to 85 of the hearing bundle).

41. Albeit a matter that was only raised at the liability hearing, we accept the evidence of Mr. Came and Ms. Brown that the intention of the First

Respondent was to appoint the Highways Inspection Drivers on 12 month fixed term contracts. That is reflected in the job advertisement for the posts which appears at pages 77 and 78 of the hearing bundle and in email communications which were sent around the time that the First Respondent was undertaking the sift to see what candidates would be shortlisted for an offer of an interview (see pages 86 and 87 of the Remedy hearing bundle). It was also reflected in a request to recruit application made by the Second Respondent to the First Respondent to replace the Claimant after her resignation. That was on a fixed term for 5 months – that being the time between the Claimant's termination and the original expiration of the intended fixed term on 31st March 2018 (see page 173 of the Remedy hearing bundle).

42. It is also clear from the documentation before us that the First Respondent became aware in October 2017 that there had been an error in the offers of employment made to successful candidates after interview (see page 175 of the Remedy hearing bundle) and that they began taking steps to remedy that by issuing amended contracts of employment to the Highways Inspector Drivers (see pages 183D, 185 and 185 of the Remedy hearing bundle). That took place after the Claimant commenced a period of sickness absence but before these proceedings were issued. Insofar as it might be suggested by the Claimant, we do not find that there was a change in the terms of employment of the other Highways Inspection Drivers on account of a belief that this would affect this claim if the Claimant was successful as that would have required something of a quantum leap to assume that she would present a claim and also that she would succeed in the constructive dismissal element of the same.

43. We do not have the relevant documentation in relation to the change of position for all of the Highways Inspector Drivers. We do not have an adequate explanation for that but suffice it to say – and as we shall come to in determining the costs application – those representing the Respondents have not covered themselves in glory in the way that they have approached preparation for this Remedy hearing. However, it appears clear from the contemporaneous documentation that we do have (see page 183B of the Remedy hearing bundle) and the evidence of Ms. Brown that all of the Highway Inspector Drivers accepted the changes to their terms and conditions and were subsequently placed onto fixed term contracts. Those discussions took place in November and December 2017. It did not include the Claimant as by that time she had already left the employment of the First Respondent.

44. We should also note that we are entirely unsurprised that the Claimant is somewhat sceptical about the raising of the fixed term contract issue. The contract of employment that she received made no mention of it at all (see pages 135 and 136 of the Remedy hearing bundle) and we accept that as far as she was concerned, the offer was of permanent employment. The issue was also only raised at a late stage at the liability hearing and there was a lack of any disclosure at that time to support the First Respondent's position. In addition, given her treatment at the hands of the Respondents, it is little wonder that the Claimant is not in a position to take on trust matters such as this.

45. However, for the reasons that we have given we are satisfied that the intention had always been to appoint on fixed term contracts for 12 months

but that incorrect contracts of employment denoting permanent positions had been issued. That of course included the Claimant.

46. Whilst the fixed term contracts were for 12 months, there was a modest extension to all of them who remained (which did not include the Claimant who had by that time resigned) with the expiration date now set at 18th May 2018. As we have already touched upon above, the First Respondent began a dialogue with the Highways Inspector Drivers with a view to revising their terms and conditions of employment to place them, for the remainder of the duration of their employment in that role, on fixed term contracts. We accept the evidence of the Claimant that she would have sought to resist any variation of her terms and conditions in that regard but ultimately the position was that the Claimant lacked the minimum service to present an unfair dismissal claim and the reality is that the First Respondent would have simply issued notice to terminate the original contract of employment and offered re-engagement under the new fixed term arrangements. Therefore, we accept that the Claimant's role as a Highways Inspector Driver would have come to an end on 18th May 2018. We come later to the question of whether she would have continued in employment in some other capacity.

47. Before the offer of employment was made to the Claimant she had had her application sifted to see if she was to be invited to interview. Candidates were scored out of 30 points on the sift and had to score a minimum of 14 to be invited to interview. The Claimant attained a score of 14 on the sift (see pages 89 and 90 of the Remedy hearing bundle). She was invited to interview and again there was scoring of the shortlisted candidates to see who would be offered a position. The Claimant scored 12 and was duly made an offer of employment. Other successful candidates scored 13, 14, 15, 16 and 18 at interview (see page 131 of the Remedy hearing bundle). The Claimant scored the lowest of those who were offered a position. The next lowest score was 11 and that individual was not made an offer of employment.

48. The offer made to the Claimant was for her to be remunerated at a rate of £17,662.00 gross per annum. The figures set out in her schedule of loss for her gross basic weekly pay of £339.46 and net weekly pay of £295.85 are not disputed by the Respondents.

49. The Claimant resigned from employment on 30th August 2017 with immediate effect (see page 172 of the Remedy hearing bundle). We have already dealt within the Liability Judgment with the reasons for that resignation and so we do not repeat them here. Prior to her resignation, the Claimant had been absent since 2nd May 2017 on the grounds of stress and anxiety. She did not in fact ever return to work with the First Respondent after 2nd May 2017.

50. In view of the expiration of the fixed term contracts, the Second Respondent completed a further request to recruit form. Within that form it is clear that the intention was to replace the existing contingent of Highway Inspector Drivers with three Assistant Inspector roles (see page 181 to 182 of the Remedy hearing bundle). Those roles attracted a slightly increased salary to that of Highways Inspector Driver of £19,269.00 gross per annum.

51. The Assistant Inspector roles were recruited in three tranches in February, April and May 2018. Overall, seven Assistant Inspectors were appointed by the First Respondent. We accept that competition for the roles was strong with there being 16 applicants in the first tranche, 17 in the second and 30 in the third. Two of the vacancies were filled by internal candidates and the remainder by external candidates. Only one person from the Claimant's intake was successful.

52. It is the Respondents position that the Claimant would not have been successful in applying for any of the Assistant Inspector roles and Mr. Maxwell suggests that there would be at least a 75% chance that she would have been unsuccessful. The basis for that assertion is that it is said that the Claimant was not a strong candidate for the Assistant position because of her scoring on her initial application for the Driver role to which she was appointed and the fact that only two internal candidates were placed because of the competition for the roles.

53. We do not agree that the Claimant's chances of obtaining the Assistant Inspector post were as slim as the Respondents suggest. Particularly, we do not accept that looking at what happened to those who were taken on at the same time as the Claimant is a good indicator of what would have happened had the Claimant applied for the Assistant Inspector roles. Not all of those individuals applied for the roles and none had the same personality as the Claimant. We have remarked on that matter already.

54. Moreover, we do not accept that the Claimant's initial score for the Driver role is indicative of what score she may have attained in respect of the Assistant Inspector role. Most notably, that was before the Claimant had actually undertaken any work for the First Respondent. Absent the discrimination that she was subjected to, we are satisfied that the Claimant's enthusiasm for the role would have seen her settled in well and learned a great deal – as indeed she did when she was working alongside Mr. Currie during the later stages of her employment. By the time of the last of the tranches of applications she would have had almost 14 months experience under her belt and we remind ourselves that progression from the Driver roles to that of an Inspector was always seen as a possibility (see paragraph 85 of the Liability Judgment). We are satisfied that all of those things, coupled with the Claimant's drive, determination, impressive presentation and hardworking would have led her to have a more than reasonable chance of securing one of the Assistant Inspector roles.

55. Alternatively, there were also a significant number of other roles which the Claimant could have applied for with the First Respondent to avoid termination at the end of the fixed term Driver position coming to an end. Particularly, we accept that the Claimant would have applied for all possible roles for which she had experience and would have been suitable for her. Those included roles as a Traffic Officer (which came up quite frequently), Control Centre operative, Customer Service and Administration roles. Her previous administration and reception experience would have assisted the Claimant in the latter two roles and both Mr. Came and Ms. Brown accepted in cross examination that the Claimant had the relevant skill set for a number of the positions. We also find that shift work would not have prevented the Claimant from applying for roles as she had undertook such work previously and, indeed, did so with UPS after the termination of her employment with the First Respondent.

56. We accept the Claimant's evidence that she would have relocated in order to remain in employment – and we remind ourselves in this regard that the Claimant saw the First Respondent as a long term career – to areas where she had a family network such as in the South West. That opened up a significant number of great possibilities to secure an alternative role with the First Respondent. Whilst Mr. Maxwell points to the fact that the Claimant has not relocated since the termination of her employment, we accept that that is because she now lacks the financial stability to do so and we note from her evidence that the Claimant was candid in her evidence of a number of locations that she could not have countenanced relocating to.

Employment post termination with the First Respondent

57. As we have already observed, the Claimant resigned from employment with effect from 30th August 2017. On 30th October 2017 the Claimant commenced employment with UPS as an x-ray operator. That employment ended on 28th February 2018 because of an issue that arose on a work night out with a male member of staff who the Claimant says had made advances towards her. That experience led the Claimant to resign from employment with UPS. We do not doubt that that was influenced materially by her experiences with the First and Second Respondents. As we have observed, Mr. Maxwell does not suggest that that resignation broke the chain of causation of the Claimant's losses and therefore we need say no more about it. During the course of this period of employment the Claimant earned the sum of £4,629.56.

58. The Claimant was unemployed after ending her employment with UPS until 12th March 2018 when she secured employment with MATtest Limited. That employment ended on 13th April 2018 because the Claimant had not been told that a significant part of the role involved and using heavy plant that the Claimant was not physically capable of moving. That only became known to the Claimant after she had commenced employment. During the course of this period of employment the Claimant earned the sum of £1,314.16. After leaving that employment, the Claimant was unemployed for a further period of four months. We accept that during those periods the Claimant made significant efforts to obtain further employment.

59. The Claimant then successfully obtained employment on a fixed term contract with Digraph Transport Services. That role commenced on 20th August 2018 and continued on an extended fixed term to 28th September 2018. During the course of this period of employment the Claimant earned the sum of £706.46.

60. The Claimant was then unemployed for a period of five weeks until 11th November 2018 when she obtained work with Traders Warehouse as a delivery driver. Again, that employment was temporary but the Claimant ended the contract early because she felt uncomfortable and vulnerable undertaking deliveries to predominantly male business owners on their own premises. She also found comments about her appearance made her feel uncomfortable when she would previously have been able to "shrug off" such comments. Again, as with the situation at UPS we have no doubt that all of that was as a result of her experiences with the Second Respondent. The Claimant relied on medication to enable her to work her

one weeks' notice with Traders Warehouse. Again, Mr. Maxwell does not suggest that any of those spells of temporary employment broke the chain of causation with regard to the Claimant's losses. During the course of this period of employment the Claimant earned the sum of £474.30.

61. The Claimant then obtained permanent employment on 26th November 2018 as a driver with EuroTruck. Again, we accept that that was a role which the Claimant was excited to have obtained and which she hoped to turn into a long term career. The Claimant resigned from that employment with effect from 15th March 2019. The Claimant's resignation again stemmed from similar issues to that which saw her leave UPS and Traders Warehouse. In this regard, the Claimant again experienced difficulties with customers of that employer and their attentions towards her. One particular customer began to send the Claimant messages after she had made a delivery to his home asking her to go out with him. A further incident occurred where the Claimant was "whipped across the bottom" with a windscreen wiper from the front of her delivery vehicle. The Claimant could not be offered assurances by her employer that such incidents would not occur again and as such she again resigned from employment.

62. Again, we have no doubt that the Claimant was not able to manage such situations as she would previously have done because of her experiences with the First and Second Respondents. We do not find in those circumstances that the ending of that employment was any different to the circumstances in which employment with UPS and Traders Warehouse ended. We also find that this resignation did not break the chain of causation with regard to the Claimant's losses given that, although the role was "permanent" on the face of it, it transpired as a result of events outside the Claimant's control to be temporary in nature and the duration of the role was for a relatively short period of time. During the course of employment with EuroTruck the Claimant earned the sum of £4,460.47 net.

63. Whilst Mr. Maxwell suggests that the chain of causation could be broken as the Claimant could have brought proceedings against EuroTruck for the actions of their customers, that of course overlooks the fact that Section 40(2) Equality Act 2010 was repealed prior to the events in question and therefore the Claimant has no recourse in respect of EuroTruck.

64. To date, the Claimant has not secured any further employment and has been unemployed since 15th March 2019.

65. We accept that the Claimant has at all times made numerous applications for suitable roles. As we have already observed, Mr. Maxwell was not able to take us to any role that the First Respondent says that the Claimant could have but did not apply for and we remind ourselves that the burden is on the Respondent to prove that the Claimant has not mitigated her losses, not the other way around. As such, we make no finding that the Claimant has failed to mitigate her losses.

66. In terms of the future, it is clear that the Claimant has had something of a run of bad luck in securing alternative employment. However, we are satisfied that now the burden of these proceedings is over and the compensation that we have Ordered to be paid to the Claimant will provide her with significantly more options, including the means and opportunity to

relocate, that she will be able to secure comparable employment in the short to medium term. The Claimant is hardworking and tenacious and is undertaking NEBOSH qualifications to assist her on the job market. Once she has been able to put this claim behind her and move forward, we are satisfied that she will be able to obtain permanent employment within a period of no more than 26 weeks from the date of our determination on remedy.

Impact of discriminatory events on the Claimant

67. We turn then to the impact that these matters have had on the Claimant. Mr. Maxwell did not challenge the account that the Claimant gave in this regard in his cross examination and we accept her evidence in that regard.

68. It is clear that matters have had a profound effect on the Claimant. She describes herself as being very wary, untrusting and frightened by what has happened to her. She questions herself and how she is perceived and that filters through into how she now dresses; speaks and avoids eye contact so as to not give the "wrong impression". She describes herself in this regard as "completely changed" and that she feels "stupid" and "ashamed" about what has happened during her employment with the First Respondent.

69. The Claimant was forced to take a period of ill health absence with stress over a period of three months and ultimately was never able to return to work before her resignation. She has had to take medication to assist her and has been prescribed Propranolol. She has suffered panic attacks and has had to have counselling (see page 442 of the Remedy hearing bundle) and the matters have impacted on her relationships with her close family.

70. Those events have also coloured the Claimant's perception of other workplace events following her resignation from the Respondent. Many of the other roles that the Claimant has secured since that resignation have ended because of actions of others that the Claimant has perceived as placing her in a vulnerable position – much akin to her experiences at the First Respondent. She describes herself as being afraid to be alone with any male colleague and that she has *"developed a complex with regard to any workplace relationship".* That is evident in events that have occurred post employment with the First Respondent and many of those other roles have ended because of that complex or perception. We have dealt with the circumstances of those matters above. Medical opinion is that the Claimant's belief system has been shaken by her experiences with the Respondents and that this is "something that will probably remain with her" (see page 442 of the Remedy hearing bundle).

71. We are also satisfied that the way in which the Respondents have conducted these proceedings has had an impact upon the Claimant. Particularly, we accept that the Claimant found it upsetting and insulting to find that the Second Respondent's evidence was such as to seek to paint the picture that it was she who was attracted to him and that she had attempted to kiss him. Given the circumstances, we accept that that would be something that would have repulsed the Claimant.

CONCLUSIONS

72. Insofar as we have not already done so, we turn now to our conclusions in relation to each of the heads of remedy sought by the Claimant.

Financial losses

73. As we have set out above, there is no dispute that the Claimant earned the sum of £295.85 net per week with the First Respondent.

74. We are satisfied that the Claimant would have been placed onto a fixed term contract with the First Respondent even had she objected to the same. The Claimant had insufficient service to claim unfair dismissal and the high likelihood is that even if she had objected, her original contract of employment would have been terminated by the First Respondent and she would have been offered and accepted re-engagement on the new fixed term arrangements. That fixed term would have ended on 18th May 2018.

75. However, we are not persuaded that the Claimant's employment would have ended on that date. For the reasons that we have already given, we find it more likely than not that the Claimant would have secured alternative employment – either as an Assistant Inspector or in one of the other numerous roles for which she would have applied – and continued in employment with the First Respondent. We consider it 75% likely that she would have obtained an alternative role in this regard, particularly in view of the number of suitable vacancies and her personality as we have already described it.

76. We do not find that the Claimant has failed to mitigate her losses for the reasons that we have already given.

77. The Claimant's losses to the date of this hearing are as follows:

(i) 1st September 2017 to 18th May 2018. The Claimant is entitled to recover her full loss of earnings for that period. Those losses equate to 37 weeks at £295.85 per week amounting to £10, 946.45 from which we deduct the Claimant's net earnings at UPS and MATtest Limited of £4,629.56 and £1,314.16 respectively. That equates to a loss of **£5,002.73** for that period;

(ii) 19th May 2018 to 11th November 2019. This equates to a period of 77 weeks at £295.85 per week which equates to £22,780.45. We reduce that figure by 25% to reflect the percentage chance that the Claimant may not have obtained alternative employment. That equates to a reduction of £5,695.11 and thus a loss of £17,085.34. From that sum we deduct £706.46, £474.30 and £4,460.47 which the Claimant earned from alternative employment. This equates to a loss of **£11, 444.11** in respect of this period.

78. For the reasons that we have already given, we also award 26 weeks future loss of earnings which equates to £7,692.10. We reduce that sum by 25% for the reasons that we have already given equating to a sum for future loss of **£5,769.07**.

79. This provides for a total loss of earnings figure of **£22,215.91** over a period of 140 weeks. To that we add interest at a rate of 8% from the mid way

point of discrimination to the date of our determination on remedy. That equates to the sum of **£2,385.93**.

Total loss of earnings and interest: **£24,601.84**

Daily allowance

80. The parties are agreed that the Claimant's losses should include a daily allowance equating to £15.00 per week.

81. Applying the periods above, that equates to:

(i) 37 weeks of full losses at £15.00 per week equating to £555.00;
(ii) 77 weeks loss at £15.00 per week reduced by 25% equating to £866.25;
(iii) 26 weeks loss at £15.00 per week reduced by 25% equating to £292.50.

82. Losses for the daily allowance therefore equates to £1,713.75. To that we add interest at 8% over a period of 70 days.

Total losses for daily allowance including interest: **£1,740.04**

Injury to feelings

83. We deal next with the question of injury to feelings. It is without doubt, and it is not disputed by Mr. Maxwell on behalf of the Respondents, that the Claimant has been deeply affected by the acts of discrimination that we have found to have been made out. Those were serious matters and they affected the Claimant considerably. Mr. Maxwell did not challenge any of the evidence given by the Claimant in her witness statements as to the impact of these matters upon her. We have set out many of the issues in our findings of fact above.

84. There is no doubt from those findings of fact that the acts of the Respondents were serious and had a profound effect on the Claimant. That needs to be reflected within the level of award for injury to feelings to be made.

85. We are satisfied that this is a case which falls within the middle of the middle band of **Vento**. Mr. Maxwell candidly and sensibly accepts that. The Claimant's Schedule of Loss spans the whole of the middle band but realistically this is a case that has serious acts of discrimination being found to have been made out and which have had a profound and long lasting effect on the Claimant. She has had periods of ill health caused by the stress and anxiety of the matter; she has had to take medication; these issues have resulted in the loss of the job that she believed was to be a settled new start and they have blighted periods of future employment by the deep mistrust that she now has in respect of being alone with men in the workplace. The Claimant is no longer the person that she used to be.

86. Taking into account the relevant Presidential Guidance and the figures reflected within that for the middle band we are satisfied that the Claimant's injury to feelings award should fall towards the higher end of that bracket and that an award of **£22,000.00** is an appropriate one in the circumstances, taking into account the severity of the discrimination which we have found to be made out.

87. We are satisfied that that award for injury to feelings is sufficient and appropriate to compensate the Claimant for the upset caused by the acts of discrimination made out and as dealt with within the Liability Judgment.

88. We add to that sum interest over the period of 980 days from the end of the Claimant's employment to the date of our determination on remedy. Again, that is at 8% and equates to the sum of **£4,725.48**.

Total for injury to feelings and interest: **£26,725.48**

Aggravated Damages

89. We turn then to the question of aggravated damages. The grounds upon which aggravated damages can be considered is highlighted in **Commissioner of the Police of the Metropolis v Shaw [2012] IRLR 291**. The three categories which might attract an award of aggravated damages fall into:

(a) The manner in which the wrong was committed;
(b) Motive; and
(c) Subsequent conduct.

90. Ms. Barrett submits that this is a case where all and any of those three strands identified would make it appropriate for an award of aggravated damages to be made.

91. It is clear that the act relied upon as justifying an Order for aggravated damages must of itself be a discriminatory act to fall within that first limb. That is clear from the reading of that first limb and the reference to the word "the wrong being committed". Particularly, as set out in **Shaw** when considering that particular limb, we note the following:

"The basic concept here is of course that the distress caused by an act of discrimination may be made worse by it being done in an exceptionally upsetting way. In this context the phrase "high-handed, malicious, insulting or oppressive" is often referred to…."

92. **Shaw** therefore makes plain in that regard that the first limb is talking about an act of discrimination and that act having been made worse by the conduct of the perpetrator. In those circumstances, the act relied upon as evidencing an aggravated feature must of itself be a discriminatory act.

93. We are satisfied in these circumstances that the acts of discrimination which were made out were very serious matters. Many of them – particularly the way in which the appeal hearing and the questions asked thereat was dealt with – could well be brought within a regime or situation which could be said to be high handed, malicious, insulting, oppressive or similar. Certainly, asking the Claimant if she had had sexual intercourse with the Second Respondent given what was clearly said in her grievance was insulting in the extreme. It was also extremely distressing for the Claimant – of that there can be no doubt – and there was insofar as the grievance and appeal were concerned also elements of considerable ineptitude, bungling and ill-considered actions such that would reach the threshold of the type of conduct meriting a separate award for aggravated damages. However, we are ultimately satisfied that the Claimant can be adequately compensated for all the hurt, aggravation and damage to her

health by the injury to feelings award that we have made in this case in respect of those particular matters.

94. However, the same cannot be said to be the case in respect of the third strand relating to subsequent conduct. Here we agree with Ms. Barrett's assessment that the conduct of the Second and Third Respondents wholly merits an award of aggravated damages. The way in which both conducted themselves in their dealings with the Claimant and particularly in their evidence for the purposes of the liability hearing was, we accept, highly distressing, inappropriate and insulting. It was such as to compound the treatment of which the Claimant had already complained in these proceedings and it cannot be compensated adequately by way of a global injury to feelings award on the basis that the matters of concern were not acts of discrimination and/or only occurred at the hearing before us. Although not exhaustive, the acts which we have in mind as justifying an award of aggravated damages (and which fall squarely in the examples given in **Shaw** under this limb of the conducting of a trial in an offensive manner and of "rubbing salt" in the wounds) are as follows:

(i) No appropriate sanction has ever been imposed on the Second Respondent. Whilst the witness statement of Mr. Came was at pains to take us to the steps that the First Respondent has taken in light of the Liability Judgment, the only aspect of that that related to the conduct of the Second Respondent was to arrange *"an intensive programme of training"*. We do not have further details of what that entails but it appears clear to us that the Second Respondent has retained his relatively senior management role and has had no sanction imposed upon him despite his quite deplorable conduct as we have found it to have occurred within the Liability Judgment. Even with the Liability Judgment materially in her favour, the Claimant has nevertheless seen the Second Respondent escape without any repercussions for his conduct. That cannot fail to be a situation which *"rubs salt in the wounds"* and suggests that in reality her complaints were still not taken seriously;

(ii) The Second Respondent had at best seriously misrepresented the position in respect of his intentions towards the Claimant. He contended in evidence that the Claimant had been the one to try and kiss him and that she had had her advances rebuffed. Given the allegations made by the Claimant, which we have found to be made out, we are satisfied that those contentions and evidence would have been both insulting and rubbed salt into the wounds. The Claimant plainly found the Second Respondent's attentions entirely unwanted and the suggestion that she was the one to have her advances rebuffed would, we accept, be highly upsetting and distasteful; and

(iii) Both the Second and Third Respondent gave evidence at the liability hearing to the effect that another supervisor, Geoff Currie, to whom the Claimant had later been allocated had said that he would not work with her and that she had made inappropriate comments to him about male genitalia. That was not true as we found at paragraph 40 of the Liability Judgment. It was designed only to paint the Claimant in a poor light. The Claimant had in fact got on well with Mr. Currie and he had made no such complaints about her. Without a doubt, such conduct on the part of the Second and Third Respondents was insulting and compounded the upset already caused to the Claimant.

95. Those matters are in our view sufficient to meet the threshold of an award of aggravated damages and, for the reasons that we have already given, the Claimant cannot be adequately compensated for those matters by way of an award for injury to feelings because that award can relate only to the acts of discrimination which we have found to have been made out.

96. That brings us to the level of aggravated damages that we consider it appropriate to Order to be paid. The actions of the Respondents in this regard were serious - not least in terms of the untruths told by the Second and Third Respondents in their evidence at the liability hearing. Those were distressing, hurtful and in some cases distasteful. It is appropriate for the sum to be Ordered to be paid to reflect the severity of the position and we consider an additional award of **£5,000.00** to be appropriate by way of aggravated damages. Again, we add to that sum interest over 980 days at 8% equating to interest of **£536.99**.

Total aggravated damages and interest: **£5,536.99**

Breach of the ACAS Code of Practice on Disciplinary & Grievance Procedures ("ACAS Code")

97. We consider that it is appropriate to make an adjustment to the sum awarded to the Claimant to reflect the fact that the First Respondent failed to comply with the principles in the ACAS Code. As we set out within the Liability Judgment, Mr. Dangerfield failed to engage properly with the Claimant's grievance. He did not appropriately investigate the matter and we remind ourselves of our finding in the Liability Judgment that his investigation was cursory and that he allowed his judgment to be clouded by his association with the Second Respondent. Similarly, the position at appeal simply compounded the situation with Mrs. Naylor again failing to undertake any adequate investigation. The lack of adequate investigation at any stage of the grievance process resulted in a failure to comply with one of the central tenets of the ACAS Code that there should be necessary investigations to establish the facts of the case.

98. Similarly, we accept Ms. Barrett's submissions that another feature of the ACAS Code that grievances should be dealt with fairly and impartially is also made out in this case. As we found at paragraphs 232 to 237 of the Liability Judgment, Mrs. Naylor did not approach the matter either fairly or with impartiality. She had made up her mind about matters from the outset and that rendered the whole appeal process worthless.

99. Whilst we have taken into account the fact that there was not a wholesale failure to deal with the Claimant's grievance and therefore we do not find a 25% adjustment to be merited, in reality the initial stages undertaken by Mr. Dangerfield were at best ineffective and the way in which the appeal was dealt with made matters even worse. We accept Mr. Maxwell's submission that it is not the worst case but equally it is far from a model of good practice and that is all the more surprising given the resources of the First Respondent. We consider that the adjustment mooted by Mr. Maxwell of 15% is appropriate in these circumstances.

100. The total sum that we have Ordered to be paid to the Claimant as set out above is in the sum of **£58,604.35**. The 15% adjustment to that sum equates to **£8,790.65**.

That results in a total adjusted award of: **£67,395.00.**

Grossing up

101. There is no dispute that the sum of the award over £30,000.00 should be grossed up. We have not been provided with details of the Claimant's tax code for the relevant financial year. In those circumstances we have applied the standard £12,500.00 figure. The Claimant has not received any taxable income during the tax year in which the award will be received.

102. The first £30,000.00 of the award may be paid free of tax. The remaining sum of £37,395.00 is taxable. That will be subject to tax at an assumed rate of 20%[2].

Taxable earnings of £0 means that £12,500 of the assumed personal allowance is available.
The taxable sum is therefore £24,895.00 (£37,395.00 minus £12,500.00)
The sum of £24,895.00 is taxed at the assumed rate of 20%
£24,895.00 / 80 x 100 = £31,118.75
The tax element is £31,118.75 minus £24,895.00 equating to £6,223.75.

The grossed up award is therefore £73,618.75.

Total award made: **£73,618.75**

Financial Penalty

103. We have carefully considered the representations of both parties on this point.

104. We remind ourselves that a financial penalty requires there to have been one or more aggravating features in respect of the breaches of the Claimant's employment rights that the Liability Judgment found to have been made out.

105. As set out in the Government's Explanatory Notes to Section 16 Enterprise & Regulatory Reform Act to which we have already referred such factors may be where the action was deliberate or committed with malice, the employer was an organisation with a dedicated human resources team or where the employer had repeatedly breached the employment right concerned.

106. This element, given the terms of Section 12A Employment Tribunals Act, can only apply to the actions of the First Respondent. Although the actions of the First Respondent were serious, we have made no finding that they were deliberate or malicious. They were certainly inept and distressing but no more than that. There was also no repeated flouting of the rights concerned. Insofar as the question of a dedicated human resources department is concerned then it is common ground that the First Respondent had that. However, that is the case for a great many

[2] Given that the 2019/20 basic rate tax threshold is £37,500.

employers who breach employment rights and does not of itself in our view and in these circumstances warrant the imposition of a financial penalty.

107. Any other "aggravating features" that were present have already been addressed in the context of awards for injury to feelings and aggravated damages which more appropriately compensate the Claimant for what has happened to her. We see no need to make a separate financial penalty.

108. Although a lesser consideration in respect of this matter, we would also observe that any penalty Ordered in these circumstances would only have the effect of passing monies between Government departments.

Costs application

109. As we have already observed, the basis of the costs application relates to the abortive postponement application made by the Government Legal Department on behalf of the Respondents shortly before the Remedy hearing.

110. In support of her costs application, Ms. Barrett points to an email which was sent by those instructing her to the Government Legal Department who represent all three Respondents on 5th August 2019. That email requested a number of documents relating to the fixed term contract arrangements and all vacancies arising within the First Respondent for the period January to July 2018.

111. There was a failure on the part of the Government Legal Department to engage with that request until shortly before the Remedy hearing with the result that the disclosure made at that juncture and the issues arising resulted in the postponement application.

112. That application was, ultimately, completely unnecessary and ill advised. That was not least given that the application was withdrawn at the point that the Respondents realised that there may be costs consequences and as such they must always have known that the hearing could realistically proceed. Nonetheless, whilst their actions were in the circumstances unhelpful and unnecessary, those actions are regrettably not unusual in our experience of Tribunal claims.

113. The circumstances do not cross the threshold into unreasonable conduct although we would remark that it is not conduct that we would expect of the Government Legal Department with the considerable resources that it has. It has occasioned the Claimant and her representatives, and Ms. Barrett particularly a considerable amount of pressure in having to deal with late disclosure shortly before the Remedy hearing. It is fortunate that they were able to meet that pressure so that this hearing was able to go ahead.

114. We also trust that any future issues of this nature for the First Respondent can be avoided now that they have appointed their own in house solicitor following the issues identified in the Liability Judgment.

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Employment Judge Heap
Date: 23rd December 2019

JUDGMENT SENT TO THE PARTIES ON

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FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions
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