EMPLOYMENT TRIBUNALS

Claimant: **Mr S Kisitu**

Respondent: **Inclusive Care Support Ltd.**

Heard at: **East London Hearing Centre (by Cloud Video Platform)**

On: **21 & 22 January 2021 and (in chambers) 12 February 2021**

Before: **Employment Judge B Elgot**
Members: **Mr G Tomey**
Mr L O'Callaghan

Representation

Claimant: Ms G Cheng, Counsel

Respondent: Mr P Linstead, Counsel

This has been a remote hearing which has not been objected to by the parties. The form of remote hearing was V by Cloud Video Platform. A face to face hearing was not held because the relevant matters could be determined in a remote hearing.

RESERVED JUDGMENT

The Tribunal having reserved its decision on remedy now gives judgment as follows:-

1 The Claimant having succeeded in his claims of age and race discrimination he is entitled to remedy by way of compensation pursuant to s 124 (2) (b)Equality Act 2010 as follows. Subsection (5) does not apply:-

Compensation for Injury to Feelings	**£ 18,000**
Compensation for Loss of Earnings	**£ 6162.98**

This loss of earnings element is calculated by taking the 21 weeks from 3 August 2017 until 28 December 2017 and multiplying by £352 agreed weekly net pay (£7392) less sums received from the Respondent totalling £ 1229.02 (850.22+378.80) =£6162.98.

2 By reference to section 207A Trade Union and Labour Relations (Consolidation) Act 1992 (TULRA)the Tribunal is satisfied that there has been an unreasonable failure by the Respondent to comply with the ACAS Code of Practice relating to Disciplinary and Grievance Procedures and considers it just and equitable to increase by 22.5% that part of the Injury to Feelings award in the sum of £3000 which it attributes to the failure of the Respondent to properly and promptly respond to the Claimant's grievance dated 3 August 2017.

3 22.5% of £3000 is an additional £675 payable by the Respondent to the Claimant.

4 The award for Loss of Earnings is similarly uplifted by 22.5% in the amount of £ 1386.67.

5 Interest is awarded pursuant to the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996 at a rate of 8% per annum.

6 The interest period for the injury to feelings award plus the uplift (total £18,675) begins on the date of the act of discrimination which we have fixed as 15 May 2017 for the reasons given below and ends on 12 February 2021. The interest period for the past financial loss plus the uplift (total £7549.65) begins on the mid-point date which is 26 March 2019 and ends on 12 February 2021.

7 The total sum of interest is £ 5603.52 on the injury to feelings award and £1126.51 on the award for past loss of earnings

8 A sum of £1408 is payable by the Respondent to the Claimant in respect of the failure to provide a copy of written employment particulars. That sum represents four weeks' pay at the rate of £352 net basic pay per week which is an amount agreed between the parties based on average pay for 3 months May-July 2017.

9 The grand total payable by the Respondent to the Claimant within 28 days is £ 34,362.68 (18,000 +6162.98+675+1386.67+5603.52+1126.51+1408)

REASONS

1. This Remedy Hearing was postponed from 13 May 2019 pending the outcome of both parties' appeals in the Employment Appeal Tribunal. The Claimant's appeal concerns

the costs of the liability hearing. The Respondent's appeal has been found by the EAT to be lodged out of time. The Respondent has further appealed against that decision but meanwhile it is now necessary in the interests of justice to proceed with the remedy hearing and assess compensation for what the Respondent acknowledges as proven race and age discrimination for which the Claimant has received no apology or expression of regret.

2. We heard evidence on remedy from the Claimant himself and from his mother Mrs Evalyn Kisitu both of whom prepared additional witness statements. The Claimant has two witness statements which are specific to remedy- one was prepared for the postponed 2019 hearing and one was lodged for use at this hearing. The Respondent's witness was its Human Resources Manager Ms Marina Chorbadziska. There is an indexed bundle of documents relevant to remedy prepared by the Respondent and a supplemental Claimant's bundle both exchanged between the parties and sent electronically to the Tribunal. In accordance with the usual practice of the Employment Tribunal we only read those documents to which our attention was directed by counsel and/or the witnesses.

3. We had before us a copy of the Reserved Liability Judgment dated 22 February 2019 and sent to the parties on 7 March 2019 ('the Liability Judgment').

4. The Claimant has produced an updated Schedule of Loss and there is a Counter Schedule of Loss from the Respondent. Both documents contain detailed footnotes amounting to preliminary outline submissions which were prepared for the postponed May 2019 hearing. Ms Cheng prepared a written Skeleton Argument.

5. In addition we heard helpful oral closing submissions from both counsel. Mr Linstead also usefully provided a comprehensive list of authorities for our consideration.

6. There is no application for costs before this Tribunal and both parties agreed that no such application would be considered at this hearing.

7. In relation to the Liability Judgment and the detailed findings of fact contained therein which describe the unlawful behaviour of the Respondent towards the Claimant we wish to make it clear that no duplication or 'double counting' of separate acts or headings of discrimination has occurred in this award of remedy. There is no over-compensation in our calculations. The Claimant is entitled to the global award set out below on the basis that he has been subjected to acts of age discrimination on 3 August 2017 and that the conduct of the Respondent towards him over the period from January 2017 to 3 August 2017 constituted race and age discrimination.

8. So far as the period from January to August 2017 is concerned we are certain, by reference to paragraph 8.3 and 8.6 of the Liability Judgment that by no later than mid May 2017 the Claimant had made it clear to Mr Justin Gardner that the demeaning way in which Mr Gardner spoke to him by reference to his Black African identity and his young age was unwanted and unacceptable conduct towards him. We have therefore, for the purposes of calculating interest taken the date of 15 May 2017 as the date of the act of discrimination. (We need hardly point out to the parties that a slightly earlier or slightly later date will make little difference to the total interest calculation).

9. We have concluded at paragraph 10 of the Liability Judgment that the Claimant was victimised as defined by s 27 Equality Act 2010. The remedy we have awarded also encompasses this type of unlawful discrimination. However, there are specific findings we have made below which explain the extent and length of the period of victimisation for the purposes of the award for loss of earnings and also the uplift on both the award for financial losses and the injury to feelings pursuant to s 207A TULRA.

10. The £18000 award for injury to feelings has been fixed by reference to the bands set out in Vento v Chief Constable of West Yorkshire Police 2003 IRLR 345 EAT ('the Vento case'). We have determined that the injury to the Claimant falls within the middle band which, allowing for inflation since Vento was decided, was £8400-£25,200 in 2017. Within that band we have, by reference to the legal principles drawn from the authorities and the experience of the tribunal, selected a point just above midway in the middle band to reflect the factors set out below.

11. We have reminded ourselves that the purpose of an award for injury to feelings is compensatory and is not to punish the Respondent. It is to compensate the Claimant for the effect of the unlawful discrimination on him.

12. We make the following findings in relation to this compensatory principle:-

12.1 As stated above the Respondent has been found liable for discrimination based on more than one protected characteristic and whereas we do not consider it necessary to make a separate award for each we are satisfied that this fact has increased the overall upset and distress experienced by the Claimant. He received discriminatory treatment not only because of his racial identity as Black African but also because he was a young man in the work place. He was then aged just 21 years old in his first job which he commenced at the age of 19. We reiterate that the Claimant enjoyed his work and there were no complaints or criticisms of his conduct or capability in the role. We find that he undertook a complex and sometimes challenging role helping to care for adolescent men with learning disabilities and mental health difficulties.

12.2 Mr Kisitu described eloquently and credibly his experience of deep humiliation which he occasionally describes as 'degradation' at the hands of Mr Justin Gardner who was an older man aged then 37. He said this was the first time an 'adult' had treated him badly. The Claimant experienced this humiliation and embarrassment because of the exercise by Mr Justin Gardner of an imbalance of power. Justin Gardner was his manager and the Supported Living Manager of the unit at Crow Lane, Romford where the Claimant worked shifts (including nights) as a junior support worker on a zero hours contract. The claimant was also aware that Justin Gardner's brother, Wayne Gardner, was even more senior as Group Manager-Supported Living and he anticipated that Mr Wayne Gardner was unlikely to take his side in any complaint against Justin Gardner. The Claimant was in a precarious position within the power matrix at work which he understandably and rationally feels was exploited. However he was not outnumbered or bullied by a group on any occasion.

12.3 We find that the Claimant suffered additional injury because the loud discriminatory remarks made to him by Justin Gardner were overheard by some service users of the Crow Lane Unit who are vulnerable adults several of whom are young men of a similar age to the Claimant and whom he was supporting as part of his job. This situation exacerbated the annoyance, discouragement and demoralisation which the Claimant experienced because his professional integrity and reputation was undermined in front of vulnerable clients.

12.4 On 3 August 2017 Mr Justin Gardner used obscenities and offensive expletives in conjunction with his discriminatory remarks and we find this made his language more threatening and intimidating thus adding to the injury to feelings experienced by the Claimant. Those expletives were not commonly used during the period January to August 2017 and we have taken that fact into account.

12.5 We do not accept that Mr Justin Gardner's discriminatory conduct occurred on an '*almost daily basis for at least seven months'* as Ms Cheng contends on behalf of the Claimant in her Skeleton Argument. The Liability Judgment at paragraph 8.2 refers to between 10 to 14 times when the two men worked together or did a shift handover at Crow Lane; harassment did not occur on every occasion. Mr Linstead told us that the Respondent has subsequently examined the relevant rotas, which were not in evidence at the liability hearing and which we have not read or analysed at this remedy hearing for reasons of the efficient use of judicial time. We accept his calculation that the rotas show approximately 12 encounters.

12.6 The Claimant and Justin Gardner have a social and sporting connection outside work. Both are involved in playing and/or coaching semi-professional football. The Claimant's distress that his humiliation might be publicised beyond the workplace into this part of his life is also attributable to the discrimination we have identified and contributes to the injury to his feelings.

12.7 In this remedy hearing the Claimant occasionally tearfully described feelings of '*mental depression, worthlessness and hopelessness* 'he said it was '*a very tough time, I did not want to talk to anyone, I hated bringing it up'*. That emotional reaction is consistent with the state of mind he described during the liability hearing and we accept his evidence as truthful in this respect. His mother told us that despite support from a close family the Claimant changed into a *'different man*' who is prone to low mood, is often withdrawn and experiences episodes of '*overwhelming shame, embarrassment and humiliation*'.

12.8 The Claimant has however not been diagnosed with or treated for any mental health impairment. Indeed he is reluctant to be identified as mentally ill and feels that he would only consider some kind of talking therapy or counselling once he has 'closure' by way of an end to these proceedings. We find that this is not an unusual or irrational reaction to an experience of discrimination. He has been able to move forward with some enjoyable aspects of his life such as ongoing football and gym training together with some social media, music

video and a little modelling exposure via his involvement with the You Tube-famous Sunday League SE Dons team and his friend Don Strapzy aka Andrew McHugh. He has been able to go on holiday mostly funded by his parents. He is not persistently anxious, socially isolated or entirely stymied from moving forward with his social life and he has plans for the future.

12.9 Similarly the injury to the Claimant's feelings has not been so great as to prevent him from obtaining short term and part time work. He now has a driving job and in the intervening period between the effective date of termination of his employment with the Respondent on 28 December 2017 he has worked intermittently in driving jobs, sports coaching with young children, and has continued to be paid per game for his skills as a semi professional football player.

12.10 We find that the Claimant did lose congenial employment when his employment with the Respondent came to an end. He did enjoy the challenge of working in his first 'real' job with vulnerable young men. He now says that as a result of his experiences at the Respondent he will never work in health or social care again because he does not '*trust the industry'.* We are not convinced that the Claimant has suffered such an extreme injury to his feelings that he was forced to abandon an entire career which he planned in social care so as to follow in his mother's path (Mrs Kisitu told us she is a senior social worker in NHS dementia care).

12.11 We make this finding because the Claimant has a place at university in Wrexham to study Sports and Exercise Science which he interrupted in 2017 in order to have rhinoplasty surgery. He then took the job with the Respondent in part because he was interested in care work and was encouraged to explore it by his mother but also because he needed an interesting and fulfilling stop gap job which would be a start to his employment history and provide some experience to present to any future employer. He now wishes to resume his university studies and perhaps pursue his primary interest of a sport related career, sports psychology or physiotherapy. The Claimant has not, as he conceded in his oral evidence, lost a planned lifelong career in the caring industry as a result of the discrimination he has endured. Mrs Kisitu said '*it was not his chosen career, he chose football and college'.*

12.12 It will be clear from this judgment and from the Liability Judgment that the award of compensation for injury to feelings does not relate to injuries leading directly from the termination of the Claimant's employment on 28 December 2017.

13. <u>Aggravated Damages</u>

13.1 The Schedule of Loss asks for a sum representing aggravated damages. We are satisfied that a full and proper award of 'ordinary' damages for injury to feelings has been made. We have reminded ourselves that duplication must not occur. We find none of the features of highly pernicious conduct which might attract an award of compensatory aggravated damages in this case and we make no such award.

13.2 The conduct of the Respondent was discriminatory and the Claimant is compensated for that conduct. We have made no finding of fact that it was exceptionally oppressive or insulting or that the Respondent's motive was to deliberately wound and degrade the Claimant in a vindictive or malicious way. The failures to satisfactorily deal with and resolve the Claimant's grievance and his employment status for five months of limbo have already been compensated for. Those failures arose out of miscommunication, misunderstanding and incompetence within the Respondent's organisation rather than a deliberate decision to ignore him and/or injure him further.

13.3 The Respondent's subsequent conduct in conducting these Tribunal proceedings is unexceptional. The Respondent is allowed to robustly defend itself and to appeal the findings of the Tribunal. The Respondent's representatives have cross examined the Claimant and his witnesses in a professional and suitable manner and they are entitled to query his credibility where the evidence suggests inconsistencies or inaccuracies. The Respondent is entitled to request reconsideration in accordance with the Employment Tribunal Rules of Procedure 2013 and there is no limit on the number of such requests. The delays which have occurred following the filing of the Respondent's late EAT appeal are not under the control of the Respondent and have occurred during the occurrence of a global pandemic significantly affecting the resources of the Employment Tribunals and the Employment Appeal Tribunal.

14. The Claimant makes no claim for personal injury.

15. Exemplary Damages:

15.1 The Claimant asks for exemplary damages. We make no award of exemplary damages in this case. Punitive damages are entirely unsuitable to the assessment of remedy in this case where there has been no oppressive or unconstitutional conduct by a public or state body or by government (as for example in Michalak v The Mid Yorkshire Hospitals NHS Trust and Others in 2011).

15.2 We are certain that justice has been done by means of a proper award of ordinary compensatory damages and there is no need to mark this case as one that needs any exceptional response to 'deplorable' wrongdoing such as is envisaged in the case law, for example in Fletcher v Ministry of Defence 2010 IRLR 25. There are no findings of any such conduct in this case.

15.3 Ms Cheng made a submission on behalf of the Claimant that the Respondent's failure to discipline or dismiss a valuable employee, namely Mr Justin Gardner falls into the category of conduct 'calculated to make a profit' by reference to one of the categories in Rookes v Barnard [1964] AC 1129 HL. We have been shown no evidence relevant to the profit which Mr Justin Gardner does or does not bring to the Respondent's business or indeed whether he is still employed and in what capacity. We are unable to

conclude that there is any evidence that the Respondent cynically chose to bear the cost of discriminating against the Claimant and terminating his employment rather than risk losing the profitable services of Justin Gardner.

15.4 The Employment Tribunal case 3302040/14 Mohamed v JJ Food Service Ltd cited by Ms Cheng is not relevant to our deliberations; it contains only a passing reference to a possible scenario in which the failure to dismiss the discriminator might attract exemplary damages. There is no evidence of any such scenario in this case.

16. Financial Losses

16.1 The Claimant did not, following the altercation of 3 August 2017 attend work for his next planned shift on 6 August and thereafter was not offered shifts. He was left in limbo. He had a zero hours contract but was accustomed to working several shifts per week as is demonstrated by the fact that the Respondent agrees his weekly earnings at £352 .The Claimant worked no shifts for the Respondent between 3 August and 28 December 2017.

16.2 Mr Linstead on behalf of the Respondent makes a robust submission that the period after 3 August 2017 for which past financial loss is calculated should be strictly limited. He argues that the Claimant has not claimed detriment by reference to a failure by the Respondent to offer shifts, pay wages after 3 August 2017 or by reference to the termination of the Claimant's employment on 28 December 2017.

16.3 His submission relies on a close analysis of the List of Issues which was finalised and agreed at a Telephone Preliminary Hearing on 31 August 2018 before Employment Judge Russell and at which both parties were legally represented. The Case Management Summary was sent to the parties on 14 September 2018. It is clear from paragraph 1 of the Summary that the notified purpose of the preliminary hearing was '*to agree the issues and make any further case management orders required for the efficient preparation of the hearing due to take place on three days from 28 November 2018'.* It is instructive to look briefly at the history of case management of these proceedings.

16.4 In fact no further case management orders were made. Those made earlier by Employment Judge Gilbert on 10 July 2018 did not require variation. Part of the case management order on 10 July 2018 was a requirement-' *the parties are to prepare a draft list of the legal and factual issues for determination at the [final]hearing set out separately under each legal head of claim pursued(using the information in the claim form and the response to it as well as the Preliminary Hearing Judgment and Order[of EJ Speker on 31 May 2018] by no later than 24 August 2018'*

16.5 Thus by the time the represented parties had a telephone hearing on 31 August 2018 they were aware that its primary purpose was to finalise the List of Issues by specific reference to the pleadings and to the Judgment

of EJ Speker sent with Reasons to the parties on 22 June 2018. EJ Speker's Judgment dismisses the complaint of unfair dismissal and extends time for presentation of the discrimination claims. It contains the important finding at paragraph 15 that the employment arrangement between the parties came to an end on 28 December 2017 and that this was the effective date of termination.

16.6 The Claimant worked no shifts for the Respondent between 3 August and 28 December 2017.

16.7 The parties had the benefit of active case management from these three Employment Judges and knew what was required. We do not accept the submission of Ms Cheng that an earlier Preliminary Hearing held before a fourth judge, Employment Judge Barrowclough, on 3 May 2018, which extends time for presentation of the ET3 Response and goes on to make further orders, contains a final list of claims and issues upon which we can now rely. It only identifies the claims as they appeared at that early stage and indeed the unfair dismissal complaint and a claim for detriment because of protected disclosures were respectively dismissed for lack of jurisdiction and withdrawn by the Claimant.

16.8 Therefore we find that the List of Issues was agreed on 31 August 2018 in circumstances where the parties' representatives and the Employment Judge treated it as a final List which was not subsequently amended. We agree with Mr Linstead's submission that the only act of discrimination in the List which is stated to have occurred after 3 August 2017 is the detriment at paragraph 2.11.1 which is stated to have occurred because of the protected act of lodging the 3 August 2017 grievance. The detriment is described as follows:-

'*failing to respond to the Claimant in time or at all'*
This clearly means failing to respond to the Claimant's grievance.

16.9 This is not an exceptional case like Mervyn v BW Controls Ltd [2020] EWCA Civ 393 where an unrepresented Claimant, not appreciating the nuances of the various causes of action, inadvertently dropped a claim from the List of Issues which was clearly complained of in the ET1 and was permitted by the Tribunal to re-introduce it.

16.10 There is no part of the List of Issues which asks the Tribunal to determine the question whether discrimination and consequent damage and loss occurred as a result of the termination of the Claimant's employment on 28 December 2017.

16.11 The Respondent's argument relies on the clear legal principle that there is no jurisdiction of the Tribunal to decide an issue which is not put before it (s 124 Equality Act 2010). The established case law is Chapman v Simon [1994] IRLR 124 and the subsequent 2011 case of Land Rover v Short UKEAT/0496/10/RN. It is unnecessary to cite the content of this cases in detail because the principle is established. In summary, a decision cannot

be given in relation to a matter of which a claimant has not complained and without a decision there can be no remedy for any such matter.

16.12 The Respondent asks us to award no loss of earnings because, it says, there was no loss or damage after 3 August 2017 which relates to any act of discrimination set out in the List of Issues. The only such act, the Respondent says, is the failure to respond 'in time or at all' to the Claimant's grievance as described in paragraph 2.11.1. Our determination is as follows:-

16.13 The Liability Judgment in paragraphs 10.2-15 describes the chain of events which occurred after the grievance was sent. We have found that (despite reminders) the Respondent did not respond to the Claimant's grievance until the letter dated 21 September 2017 was sent by Ms Aitzi Ugalde and there was no meeting (despite reminders) with the Claimant until 18 October 2017 when came the unsatisfactory intervention of Ms Leona Brown, an external person. The state of limbo with no resolution of his grievance or of his employment relationship persisted for the Claimant until 28 December 2017.

16.14 We have decided that paragraph 2.11.1 of the List of Issues is to be read in a slightly broader way than the bare text at first suggests. In order to give a fair and just meaning to the wording we interpret it to refer to a proper and satisfactory response to the grievance '*in time or at all'*. For the reasons given in the relevant paragraphs of the Liability Judgment (10.2-15) we conclude that no such proper or satisfactory response was given. The Claimant did not know where he stood until 28 December 2017.

16.15 We therefore find that the matters complained of by the Claimant in paragraph 2.11.1 continued over the period 3 August 2017 until 28 December 2017. During this period he suffered detriment and injury for which we have awarded the global sum of £18000. For the purposes of the uplift for unreasonable failure to comply with the relevant ACAS Code we allocate £3000 out of the total of £18000 to represent the injury to feelings caused by this act of discrimination and victimisation. It is to this sum of £3000 that we have applied the 22.5% uplift in accordance with the findings set out below.

16.16 We are also convinced that during this period of limbo when he had no consistent or clear response to his grievance and remained in a state of total confusion about his job the Claimant suffered loss of earnings. He did not attend his next shift on 6 August 2017 because he was unsure whether he was still employed and would be offered his usual shifts or any shifts at all. That confusion was compounded by the various actions and omissions of the Respondent until 28 December 2017 which is the end of the calculation period, a period of 21 weeks.

16.17 We award 21 weeks x £352 as the sum for past financial loss/loss of earnings= £7392.00

16.18 From that total we have deducted the payments made by the Respondent to the Claimant on 31 August 2017 (£850.22) and on 30 September 2017 (£378.80) totalling £1229.02

16.19 The balance is £ 6162.98 to which the 22.5% uplift is applied as calculated below.

16.20 During the period in question we find it reasonable that the Claimant did not look for alternative employment or seek earnings elsewhere. He did not claim any state benefits. We repeat that he was left in a situation of confusion and uncertainty receiving no proper or satisfactory answers from the Respondent and indeed being told contradictory information, for example when Mr Kamagate intervened, again without resolution of the situation (paragraph 14 of the Liability Judgment)

17. We have not deducted any part of the earnings obtained by the Claimant from his semi pro footballing games. Prior to the acts of discrimination the last of which was on 3 August 2017 the Claimant played once or twice a week and received £130 per game. He continued to receive that income (provided he was not injured, suspended or otherwise prevented from playing by bad weather etc.) during the football season after 3 August 2017. The purpose of an award for financial loss is to put a claimant in the position he would have been but for the discriminatory act(s). Any deduction of the footballing fees received by him from the above total for wages lost would not achieve that purpose.

18. There is no award for future loss of earnings.

19. Failure to comply with the ACAS Code of Practice relating to Disciplinary and Grievance Procedures ('the ACAS Code')

19.1 We are satisfied that these proceedings relate to claims concerning matters to which the ACAS Code relates. We find that the respondent has failed to comply with the Code in relation to these matters and its failure in this respect was unreasonable. S. 207A TULRA requires us to consider whether it is just and equitable that the sums awarded by way of remedy should be uplifted by a percentage up to 25% by reference to any such unreasonable failure. We find that it is just and equitable to apply an uplift of 22.5%.

19.2 The Claimant sent a written grievance by email dated 3 August 2017 immediately following his altercation with Mr Justin Gardner at Crow Lane. The Liability Judgment at paragraph 7.1 describes the content of the grievance.

19.3 Thereafter the grievance was dealt with in a highly unsatisfactory way involving significant delays without meaningful explanation for the dilatory response. It is true to say that there was eventually a meeting of sorts attended by the Claimant, his mother (she left early) and a third party 'Chair' named Ms Leona Brown on 18 October 2017. No other manager

from the Respondent was there and Justin Gardner did not attend nor did Ms Chorbadzhyiska.

19.4 It is unnecessary to repeat in detail our findings at paragraphs 10.2 -12 of the Liability Judgment which set out the fundamentally flawed nature of this process which resulted in no resolution of the Claimant's grievance and failed to comply with any relevant part of the ACAS Code except, as we have said, to actually schedule the one formal meeting expressed to be a 'mediation'.

19.5 Mr Kamagate's intervention did not assist in any material way.

19.6 We are therefore satisfied that a 22.5% uplift is appropriate in all the circumstances.

19.7 A 22.5% uplift on the £3000 out of a total of 18000 awarded for injury to feelings is £675

19.8 A 22.5% uplift on the award for past financial loss is £ 1386.67

20. Interest is awarded and the calculation is explained above.

21. In all the circumstances of this case the Claimant is entitled to a total award in the sum of £ 34,362.68 payable to him by the Respondent within 28 days.

Employment Judge Elgot
Date: 15 March 2021