EMPLOYMENT TRIBUNALS

Claimant: **Ben O'Brien**

Respondent: **Collins River Enterprises Limited (t/a Uber Boat by Thames Clippers)**

Heard at: **East London Hearing Centre**

On: **11 February & 9 March 2021**

Before: **Employment Judge S Knight**

Representation

Claimant: In person, unrepresented

Respondent: Thomas Cordrey (Devereux Chambers)

JUDGMENT having been sent to the parties on 11 March 2021 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

Introduction

The parties

1. The Claimant was employed by the Respondent between 17 December 2007 and 26 November 2020 as a Captain, or High Speed Master, of its boats. The Respondent operates the scheduled river boat services on the River Thames in London.

The claims

2. The Claimant claims for unfair dismissal.

3. The Respondent says the dismissal was fair and that it was for reasons of redundancy.

4. The Claimant says that the Respondent had secret and unfair reasons for dismissing him. However, the reason is not so secret. This is a case where the Respondent "said the quiet part out loud". Then the Respondent wrote the quiet part down, and sent it to the Tribunal as part of its defence. The quiet part that it said out loud was that the Respondent was using the redundancy process to "filter out trouble makers".

5. On 26 August 2020 ACAS was notified under the early conciliation procedure. On 11 September 2020 ACAS issued the early conciliation certificate. On 1 October 2020 the ET1 Claim Form was presented in time. On 10 November 2020 the ET3 Response Form was sent to the Tribunal.

The issues

6. On the first day of the hearing the parties agreed a list of issues, which is set out at Annex 1 to this Judgment.

Procedure, documents, and evidence heard

Procedure

7. This has been a remote hearing which has been consented to by the parties. The form of remote hearing was "***V****: video whether partly (someone physically in a hearing centre) or fully (all remote)*". A face-to-face hearing was not held because it was not practicable due to the COVID-19 pandemic and no-one requested the same. The documents that I was referred to are in a bundle, the contents of which I have recorded.

8. All participants attended the hearing through Cloud Video Platform.

9. At the start of the hearing I checked whether any reasonable adjustments were required. Those in attendance confirmed that none were required.

Documents

10. I was provided with an agreed Hearing Bundle comprising 503 pages, although due to the late addition of pages to the middle of the Hearing Bundle, the final page of the Hearing Bundle was numbered 498. During and between the hearings the Respondent added further pages to the bundle, and the Claimant added a copy of a text message, all of which were agreed. The Claimant also provided material relevant to remedy.

11. Witness statements were provided separately from the Claimant, Damien Allen (for the Claimant), Holly McGlinchey (for the Claimant), Ross Coleman (for the Claimant), Billy Sutherland (who was one of the markers of the criteria used to

select who to make redundant), Jude McGrane (who consulted with the Claimant about redundancy), and Mitchell Thorpe (who dealt with the Claimant's appeal).

12. Both parties provided written skeleton arguments.

Evidence

13. At the hearing I heard evidence under affirmation from all of the witnesses. Each of the witnesses adopted their witness statements. The Claimant's witnesses were not cross-examined by the Respondent. The Respondent's witnesses and the Claimant were then cross-examined in turn, and expanded upon their witness statements.

Closing submissions

14. The Respondent provided helpful and detailed closing submissions. Reliance was placed on the skeleton argument. I am grateful for the considerable assistance that skeleton argument provided. The Claimant made a short closing statement and relied on his skeleton argument.

Relevant law

15. Section 94 of the Employment Rights Act 1996 ("**ERA 1996**") provides that an employee with sufficient qualifying service has the right not to be unfairly dismissed by their employer.

16. Section 98 of the ERA 1996 provides insofar as is relevant:

> "(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—
>
> > (a) the reason (or, if more than one, the principal reason) for the dismissal, and
> >
> > (b) that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.
>
> (2) A reason falls within this subsection if it— […]
>
> > (c) is that the employee was redundant[…]
>
> (4) Where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer)—
>
> > (a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and

(b) shall be determined in accordance with equity and the substantial merits of the case. […]"

17. In *Beatt v Croydon Health Services NHS Trust* [2017] EWCA Civ 401; [2017] IRLR 748; 23 May 2017 Lord Justice Underhill stated that the "reason" for a dismissal is the factor or factors operating on the mind of the decision-maker which causes them to take the decision to dismiss or, as it is sometimes put, what "motivates" them to dismiss.

18. Circumstances in which there is a dismissal by reason of redundancy are set out in section 139 ERA 1996 as follows insofar as is relevant:

"(1) For the purposes of this Act an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to— […]

(b) the fact that the requirements of that business—

(i) for employees to carry out work of a particular kind […]

have ceased or diminished or are expected to cease or diminish. […]

(6) In subsection (1) *"cease"* and *"diminish"* mean cease and diminish either permanently or temporarily and for whatever reason."

19. The Court of Appeal in *British Aerospace plc v Green* [1995] ICR 1006; 23 March 1995 set out a restricted set of matters to which the Tribunal should have regard where redundancy takes place following a graded assessment exercise involving objective criteria applied to all employees in a redundancy pool. In that case, the Court of Appeal refused an appeal against an order of the EAT quashing an order of the Industrial Tribunal for discovery of the assessment forms of the employees who had not been dismissed. The Court of Appeal held that, in the absence of any specific attack either on the fairness of the assessment process itself or of the manner of its application, the assessment forms of employees who had not been dismissed were irrelevant and their discovery was not necessary for the fair disposition of the case.

20. In *Green* the Court of Appeal warned against a substitution mindset when considering the system used for determining who would be made redundant:

"The industrial tribunal must, in short, be satisfied that redundancy selection has been achieved by adopting a fair and reasonable system and applying it fairly and reasonably as between one employee and another; and must judge that question objectively by asking whether the system and its application fall within the range of fairness and reason (regardless of whether they would have chosen to adopt such a system or apply it in that way themselves)."

21. Waite LJ in *Green* also explained that:

"Employment law recognises, pragmatically, that an over-minute investigation of the selection process by the tribunal members may run the

risk of defeating the purpose which the tribunals were called into being to discharge — namely a swift, informal disposal of disputes arising from redundancy in the workplace. So in general the employer who sets up a system of selection which can reasonably be described as fair and applies it without any overt sign of conduct which mars its fairness will have done all that the law requires of him."

22. The Court of Appeal went on to note that the workings of a graded assessment exercise "*are not to be scrutinised officiously*" and "*must not be subjected to an over-minute analysis*".

23. The Court of Appeal also noted that "*documents relating to retained employees are not likely to be relevant in any but the most exceptional circumstances.*" The reason for this was that "*The question for the industrial tribunal, which must be determined separately for each applicant, is whether that applicant was unfairly dismissed, not whether some other employee could have been fairly dismissed.*"

Findings of fact

The impact of the COVID-19 pandemic on the Respondent's business

24. When the COVID-19 pandemic struck the United Kingdom, the Respondent's business was severely impacted. Thames river services were restricted. The requirement for Masters to captain vessels on the Thames was necessarily reduced. Even when the services recommenced, physical distancing requirements limited the number of passengers who could be accommodated on the Respondent's vessels.

25. At least on a temporary basis, the requirement for employees to carry out work of the kind carried out by Class V Masters and High Speed Masters was diminished. The Respondent determined that it needed 3 fewer High Speed Masters, and 1 fewer Class V Master. It also identified a number of other redundant positions across its operations. As a result, a genuine redundancy situation arose.

The redundancy process

26. The criteria for redundancy were created by the Respondent in consultation and agreement with the trade union. However, although the sub-criteria within each criterion were broadly consulted on with the trade union, they were not agreed by the trade union. They provided considerable further detail than that to which the trade union agreed.

27. The criteria eventually used were as follows: (1) skill level for the job; (2) quality; (3) job knowledge; (4) flexibility; (5) attendance record; (6) timekeeping; and (7) length of service. Criteria (1) to (4) were judged against a one-year reference period (1 March 2019 to 29 February 2020) and criteria (5) and (6) were judged against a two-year reference period (1 March 2018 to 29 February 2020). Length of service was used only as a tiebreaker.

28. The Respondent's managers split into teams of two managers each and marked

the candidates for redundancy. The first team was Mr Sutherland and Hayley Rowden. The second team was Joe Maw and Georgie Ramsey. Mr Sutherland was clear about the process they adopted. They went through the objective criteria and sub-criteria, made sure they got the right result for the individual employee concerned, and then went back over every employee to ensure they got the "right" results. The results of the two teams' assessments were then compared by the Respondent's human resources department. The human resources department used the scores to work out who were the 3 lowest marked High Speed Masters.

29. In determining the marks attributed to each criterion in the assessment, the evidence of the Respondent's witnesses who scored the Claimant were clear: they were only interested in material that could be evidenced from their systems. If the Claimant was going above and beyond the call of duty, but this had not been recorded on the Respondent's systems, then as far as they were concerned for the purpose of the redundancy exercise, it didn't happen. As such, the Respondent's witnesses closed their minds to additional factors relevant to the assessment criteria, including those factors of which they were actually aware.

30. The Claimant's evidence was that after the selection of the lowest 3 marked candidates for redundancy, their identities were well-known within the company. It was also well-known that all other staff were told by the Respondent that they were safe from redundancy. I accept the Claimant's evidence on this point, which is inherently plausible and credible. This notification that staff were safe took place before individual redundancy consultations took place. By this stage, before the individual redundancy consultations, the Respondent had closed its mind to who it would dismiss. It had locked in the decision by telling the other staff they were safe. To change its mind at that point would mean retracting a legitimate expectation of safety that the Respondent had given to other staff.

31. The Claimant attended two individual consultation meetings with the Respondent via the Microsoft Teams videoconferencing application. What was said at these meetings did not change the Respondent's decision to dismiss him. The Claimant's appeal took place via email only. It could have taken place via Teams, and would normally under the Respondent's policy have taken place in person, but the trade union had agreed to the process by which the appeal was conducted via email only. The Claimant's appeal was unsuccessful.

The scoring of the Claimant

32. The Claimant scored third from bottom out of all 44 High Speed Masters.

33. The Claimant scored 3 out of 4 on **Skill Level for the Job**, which is the highest he could score given his qualifications, as he was not a Type Rated Instructor.

34. Mr Sutherland stated that an issue with a stock check that had been recorded against the Claimant did not carry "much weight" in his marking of the Claimant. Whatever the rights and wrongs of the underlying situation, it did not have any impact on the score awarded for Skill Level for the Job, because the Claimant got the highest score he could have done.

35. The Claimant scored 2 out of 4 on **Quality**. That score was based on: (1) a customer complaint about the Claimant failing to stop at a pier to pick up a passenger; (2) a failure to submit safety drill sheets in February 2020; and (3) an instance of the Claimant failing to wear the correct uniform during the "Beast from the East" storm when he needed a new jumper.

36. The Claimant scored 2 out of 4 on **Job Knowledge**. His alleged lack of job knowledge was evidenced by the amount of management and supervision he required, as shown by a discussion log. Issues raised in the log show the Claimant: (1) failed to stop at a pier to pick up a passenger; (2) failed to submit safety drill sheets; (3) failed to wear the correct uniform; and (4) was late 4 times in February 2019. The Claimant complained that this involved double counting matters that were considered already under other criteria. However, there was nothing in the mark scheme to prevent such double counting.

37. The Claimant scored 2 out of 4 on **Flexibility**. This was because there was no documented evidence of the Claimant providing assistance to teams outside his own department.

38. The Claimant was involved in training up colleagues. However, the Respondent minimised this. For example, Mr Thorpe noted that "*our masters are required to deliver training as part of their job role*". As such, the Claimant was not treated as performing particularly highly in the relevant criteria, in particular Flexibility. Further, Mr Thorpe was pressed about whether he had authorised the Claimant to train another member of staff, Mr Allen. In evidence Mr Thorpe originally lied and said that he had not agreed to the Claimant training Mr Allen. He was then shown conclusive proof that he did agree to this. He then explained this away by lying again, saying his original recollection was wrong because policies about what was permitted in terms of training had changed. In fact, he then clarified that he did not know if policies had changed, and was just guessing. Mr Thorpe's evidence on this point was not truthful.

39. In this regard, the Respondent's evidence was also confused and contradictory about whether Flexibility required a member of staff to work for free, or whether it allowed them to include work that they had been paid for. Mr Thorpe prevaricated in his evidence and never gave a clear answer. It appeared that his original position was that if a member of staff was paid for their work then they would not be marked as flexible, but then he said that staff would be marked as flexible if they were paid for their work. The record of the Claimant's individual consultation is equally confused in this regard. Ultimately, Mr Thorpe was again an unreliable witness.

40. What is clear from the evidence is that the Claimant often stayed behind after work and came in early to assist the Respondent, that the management of the Respondent, including those who marked the Claimant, were aware of this, and that the Respondent did not attribute marks to the Claimant for this.

41. The Claimant scored 3 out of 4 on **Attendance Record**. This was because he had 3 absences during the reference period. He disputed that one of them should have been treated as an absence as he was at work for 6 hours and only left as he was violently ill. However, even discounting this absence, his 2 other absences

would have provided the same score.

42. The Claimant scored 1 out of 4 on **Timekeeping**. The Claimant was marked down because he was late on several occasions. The reasons for his lateness tended to be issues with parking at the Respondent's site. The Respondent provided too few parking spaces for its staff. When marking the Claimant's redundancy scores, the Respondent, in particular Mr Sutherland, took the view that all of the Respondent's staff were affected equally by this. However, Mr Sutherland knew that this was not true. In the hearing Mr Sutherland had to be asked several times to give a clear and honest answer on the point, but it transpired that not all of the Respondent's staff in fact drive. As such, some members of staff (including the Claimant) were scored lower because they were late, because the Respondent did not provide enough parking spaces, but Mr Sutherland did not take this into account. Mr Sutherland's answers to questions on this topic were evasive and marked him out as an unreliable witness.

43. The Claimant scored the same as another employee, Ben Mann. Mr Mann is the son of a senior member of the Respondent's staff. Mr Mann had longer service, and so **Length of Service** was used as a tie breaker, favouring Mr Mann.

The reason for dismissal

44. It is for the Respondent to prove the reason for the dismissal of the Claimant. The admitted evidence, as set out in the Grounds of Resistance annexed to the ET3, was that a manager, Joe Maw, stated that the redundancy exercise was going to be used to "filter out trouble makers".

45. The Respondent decided against serving evidence setting out how each individual named member of its staff who was at risk of redundancy scored, or the underlying reasons for such scores. It was under no obligation to serve such material, and I do not take the fact that it did not do so against it. During the course of the first day of the hearing, the Respondent, in response to my direction, served evidence in relation to one aspect of the scoring of one of the other members of the redundancy pool, with whom the Claimant's score was tied (Mr Mann). However, the Respondent did not provide any further such evidence. Notwithstanding that they were not required to do so, it was always open to them to do so if they so wished. It was a small pool, and service of the evidence would have been a simple undertaking. If the Respondent had wanted to provide additional evidence that the dismissal was for a fair reason, because the Claimant had one of the lowest scores, using fair criteria, and that all employees at risk of redundancy were scored fairly against those criteria, then it was always open to the Respondent to serve further evidence in the same way it did on the first day of the hearing. It chose not to do so. This decision limited the evidence that it had available to it before the Tribunal in seeking to prove that the Claimant's dismissal was for the claimed reason. However, this decision most certainly did not in itself lead to an automatic conclusion, or even an inference, that the Respondent did not dismiss the Claimant for reasons of redundancy.

46. The Respondent decided it was not going to keep on a number of High Speed Masters to be emergency cover. This is despite the fact that the Respondent knew that they would be needed, for example to cover illnesses, holidays, etc.

Instead, it decided to make redundant the number of positions put up for redundancy, and use lower paid Class V Master staff "acting up" as emergency cover. As Mr Thorpe noted in his evidence, the Respondent had the ambition to have people at lower ranks who could progress and act up as required.

47. In this regard, after the dismissal of the Claimant, the Respondent continued to train other staff to carry out his role. This training had been the Respondent's intention for some time, in order to allow it to respond more flexibly to changes in its workforce. However, after the Claimant's dismissal, it has used its newly trained-up staff in an "acting up" capacity: they have carried out the jobs for which the Claimant had previously been responsible. However, they only have to be paid at the higher rate when they are acting up: the rest of the time they are paid the lower rate of a Class V Master. As Mr Thorpe stated in his evidence, this was done to reduce the Respondent's overall cost and have the ability to "*flex up*" from the Class V Master position.

48. The Respondent says the reason for dismissal was redundancy. The Claimant says the reason was to filter out troublemakers.

49. I will note at this stage that, given that the Respondent's witnesses were unsatisfactory for the reasons I have already given, where their evidence contradicts that of the Claimant and they are not supported by documentary evidence I have preferred the Claimant's evidence.

50. There is considerable evidence that the Respondent dismissed for the reason the Claimant gave. The manager Joe Maw who was one of the managers who marked the redundancy exercise said that this was the approach that would be taken. Although the Respondent pleads that this was merely said in the heat of the moment and had no bearing on the redundancy process, this is an assertion unsupported by evidence, as the Respondent decided not to call Mr Maw to give evidence. The Claimant gives "filtering out troublemakers" as the reason for his dismissal. As soon as the scores for individual candidates for redundancy were confirmed, and before any individual consultation took place, the Respondent closed its mind to the individual consultations and told all other staff that they were safe. The approach to the marking which involved going back over all scores to check the "right" marks were given allowed the objective criteria to be used as a fig leaf. Ultimately, the Respondent did not provide evidence that showed to me that it was not a fig leaf.

51. The most likely single reason for the Claimant's dismissal was to filter out a troublemaker. Another possible reason identified from the Respondent's evidence and the Claimant's case was to allow the Respondent's lower paid staff to do the work of higher paid staff. It is also possible, but less likely, that the Claimant was dismissed for reasons of redundancy. But the Respondent has not shown what the reason for dismissal was. In particular, the Respondent has not shown that the reason for dismissal was a potentially fair reason, in particular redundancy.

Mitigation of loss

52. The Claimant has found it difficult to find new employment. He has attempted to

find suitable employment in the same sector, but there are few jobs available for which he has the appropriate specialist qualifications. The Claimant has now decided to take up plumbing.

53. Doing my best to assess the likely future employment prospects of the Claimant, it will be 15 weeks until the Claimant can find employment, when the United Kingdom begins to move out of lockdown.

Conclusions

Liability

54. The Respondent failed to prove the reason for dismissal. As such, the dismissal was unfair.

Remedy

55. The Claimant did not in any material way cause or contribute towards his own dismissal. The facts relied upon by the Respondent are too tenuous to substantiate such a conclusion.

56. If the Respondent had engaged in a fair process, as I have found that there was a fair redundancy situation I take into account the possibility the Claimant may have been dismissed anyway. Considering the size of the pool, and how the Claimant performed in the criteria which are not open to dispute, and taking the case as a whole, I conclude that there was a 20% chance that the Claimant would have been dismissed in any event. The Claimant's compensation will be reduced by 20% to take account of this.

57. The Respondent has invited me to conclude that the Claimant failed to mitigate his loss. I bear in mind the attempts that the Claimant has made to find new work, the absence of suitable work for which he is qualified, his appropriate decision to retrain as a plumber, and the circumstances of the COVID-19 pandemic and its impacts on the job market. If it had not been for the COVID-19 pandemic I may come to a different conclusion, but there are fewer jobs available to the Claimant in his chosen fields than there ordinarily would be. I conclude that the Claimant has taken appropriate steps to mitigate his loss.

58. The Claimant's date of birth is 21 August 1987. He had 12 full years of service at the Effective Date of Termination. His gross monthly pay calculated as an average of his final 12 months' pay is £3,680.16. His net monthly pay calculated as an average of his final 12 months' pay is £2,797.92.

59. The Claimant's basic award would have been £6,187 but this is cancelled out by a redundancy payment that was made and which is not contested.

60. The Claimant's compensatory award is composed of a prescribed element, relating to the period from dismissal to the conclusion of the hearing, and the non-prescribed element, relating to future losses and certain other matters.

61. In relation to the prescribed element, it was 14 weeks and 5 days from dismissal to judgment in this claim. The Claimant lost wages of £645.67 net per week. That

is £9,500.57 lost wages.

62. There is a 20% chance the Claimant would have been dismissed anyway. His compensation is therefore reduced by 20%.

63. This gives a prescribed element of £7,600.46.

64. In relation to the non-prescribed element, I conclude that the job market in the areas in which the Claimant is qualified will pick up in 15 weeks, by which point the Claimant will obtain new employment in a job at the same rate of pay. That gives a future loss of 15 weeks wages at £645.67 net per week. That is £9,685.05.

65. I make an award for loss of statutory protection and loss of right to long notice together of £500.

66. There is a 20% chance the Claimant would have been dismissed anyway. His compensation is therefore reduced by 20%.

67. This gives a non-prescribed element of £8,148.04.

68. The total compensatory award is therefore £15,748.50.

69. The Respondent is ordered to pay the Claimant £15,748.50.

Employment Judge S Knight
Date: 19 April 2021

ANNEX 1: LIST OF ISSUES

1. What was the sole or principal reason for the dismissal and was it a potentially fair reason pursuant to ERA s 98(2)?

    (1) The Respondent relies on redundancy as the reason for the dismissal.

    (2) The Claimant claims that his role was not redundant because the Respondent continued to train Class V Masters during the consultation process and has subsequently promoted Ellie Wooldridge, a Class V master, to fill his role;

2. In the circumstances (including the Respondent's size and administrative resources) and having regard to the equity and the substantial merits of the case, did the Respondent act reasonably or unreasonably in treating redundancy as a sufficient reason for dismissing the employee? The Claimant relies on the following (alleged) unfairness:

    (1) The Claimant claims that the selection process used unfair criteria (in particular sub-criteria);

    (2) The Claimant claims that the scoring and selection process was manipulated with the aim of dismissing him (and in this regard relies in particular on (i) the promotion of Ellie Wooldridge; and (ii) the expressed intention of Joe Moor to "filter out trouble makers"); and

    (3) The Claimant claims that he was scored unfairly relative to other employees (and should have been scored more highly, or that other employees in the selection pool should have been scored lower) in relation to some or all of the following criteria: 1) Skill level for the job; 2) Quality; 3) Job knowledge; 4) Flexibility; 5) Attendance record; and 6) Time keeping.

ANNEX 2: REMEDY CALCULATIONS

FINDINGS OF FACT			**Fill in only the yellow cells.**
Date of birth	23/08/1987	Age at EDT	33
Date of start of employment	17/12/2007	Full years of service at EDT	12
Effective date of termination (**"EDT"**)	26/11/2020	Pay frequency	Monthly
Gross Monthly Pay	£3,680.16	Additional Award made?	No
Net Monthly Pay	£2,797.92	Compensatory Award uncapped?	No
Gross Weekly Pay	£849.27	Automatically unfair, with min. Basic Award?	No
Net Weekly Pay	£645.67	Automatically unfair for blacklisting?	No

STATUTORY CAPS AND MINIMA			**Fill in only the yellow cells.**
Always required		**Required where listed in yellow**	
Max weekly gross wage at EDT	£538.00	Max compensatory award at EDT	£44,161.92
		Max compensatory award at EDT in this cas	£44,161.92

BASIC AWARD				**Fill in only the yellow cells.**
	Monthly	**Weekly**	**No of Weeks**	**Total**
Capped Gross Wages	£2,331.33	£538.00	11.5	£6,187.00
Subtract				
Unreasonable refusal of reinstatement		s 122(1)		£0.00
Conduct / contributory fault		s 122(2) & 3	0%	£0.00
Redundancy payment		s 122(4)		£6,187.00
NET BASIC AWARD				**£0.00**

COMPENSATORY AWARD				**Fill in only the yellow cells.**
Prescribed Element				
Loss of wages inc taxable benefits to date of hearing (after allowing for failure to mitigate)				
Dismissal to new job / hearing	**Monthly**	**Weekly**	**No of Weeks**	**Total**
Net average lost wages in old job	£2,797.90	£645.67	14.7143	£9,500.57
New job (if applicable) to hearing	**Monthly**	**Weekly**	**No of Weeks**	**Total**
Wages earned in new job	£0.00	£0.00	0.0000	£0.00
Net average lost wages	£2,797.90	£645.67		£0.00
Total Lost Wages to Hearing				£9,500.57
Subtract				
Wages / money in lieu of notice	£0.00	£0.00	0.0000	£0.00
Actual total lost wages				£9,500.57
Adjust by subtracting or adding, as appropriate				
			Multiplier	**Total**
Chance of dismissal anyway with fair procedure		*Polkey*	20%	£1,900.11
ACAS Code breach increase / reduction		s.124A	0%	£0.00
Conduct / contributory fault		s.123(6)	0%	£0.00
PRESCRIBED ELEMENT				£7,600.46
Non-Prescribed Element				
Estimated future loss of wages (allowing for failure to mitigate)				
	Monthly	**Weekly**	**No of Weeks**	**Total**
Weeks to restoration of old wage level			15.0000	
Wages earned in new job	£0.00	£0.00		
Net average lost wages	£2,797.90	£645.67		£9,685.05
Loss of other benefits	£0.00	£0.00	0.0000	£0.00
Loss of pension rights				£0.00
Loss of statutory protection				£300.00
Loss of right to long notice				£200.00
Expenses in looking for work				£0.00
Total				£10,185.05
Adjust by subtracting or adding, as appropriate				
			Multiplier	**Total**
Any other payment by Respondent (except excess of redundancy payment)				£0.00
Chance of dismissal anyway with fair procedure		*Polkey*	20%	£2,037.01
Reduction for accelerated receipt				£0.00
ACAS Code breach increase / reduction		s.124A	0%	£0.00
Failure to provide employment contract: 0, 2, or 4 weeks'		EA s 38 & Sched. 5	0	£0.00
Protected disclosure not made in good faith		s.123(6A)	0%	£0.00
Conduct / contributory fault		s.123(6)	0%	£0.00
Excess of redundancy payment over basic award		s.123(1) or (7)		£0.00
NON-PRESCRIBED ELEMENT				£8,148.04
COMPENSATORY AWARD				**£15,748.50**

ADDITIONAL AWARD for non-re-engagement s 117(3)				**Fill in only the yellow cells.**
	Monthly	**Weekly**	**No of Weeks**	**Total**
ADDITIONAL AWARD	£2,331.33	£538.00	0	£0.00

SUMMARY	**Fill in only the yellow cells.**
Basic Award	£0.00
Compensatory Award	£15,748.50
Additional Award	£0.00
TOTAL MONETARY AWARD owed by the Respondent	**£15,748.50**
EXCESS of Total Monetary Award over the Prescribed Element	**£8,148.04**
Less recoupment	£0.00
TOTAL DUE to the Claimant	**£15,748.50**