

## **EMPLOYMENT TRIBUNALS**

Claimant:	Eleanor Bradbury	
Respondent:	Chaseblue Loans Limited	
Heard at:	Cardiff via CVP	On: 24 August 2021
Before: Members:	Employment Judge P Davies Mrs K Smith Ms C Mangles	

### **Representation:**

Claimant:	Mr G Pollitt (Counsel)
Respondent:	Mr Bromige (Counsel)

# JUDGMENT

The unanimous decision of the Tribunal is as follows:-

UPON the liability judgment of the Tribunal on 21st January 2021

AND UPON hearing Counsel for the Claimant and Counsel for the Respondent

### IT IS ORDERED

- 1. The Claimant's compensation under the Equality Act 2010 is assessed at  $\pm 11,426.21$
- 2. The Claimant's compensation under section 122 of the Employment Rights Act 1996 is assessed at £2362.50.
- 3. The Claimant's compensation under section 123 of the Employment Rights Act 1996 is assessed at £38,789.18

- 4. By virtue of section 124(1ZA) ERA 1996, the amount the Respondent is liable for under section 123 is £28,857.61
- 5. The Claimant's damages for breach of contract is assessed at £1664.85
- 6. The Respondent do pay the Claimant the sum of £36,811.17
- 7. Payment on the above sum within 42 days of this judgment
- 8. In the event that any amount in the judgment is deemed to be taxable, the Claimant is responsible for the payment of any such tax

Recoupment under the Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996

- 9. The monetary award is £28,857.61
- 10. The recoupable benefit (in light of the reduction to the monetary award by virtue of section 124(1ZA) ERA 1996) is £7,500.00
- 11. Therefore the prescribed element is £21,357.61
- 12. The dates of the period to which the prescribed element is attributable is from 7<sup>th</sup> May 2020 until 7<sup>th</sup> August 2021

Employment Judge P Davies Dated: 9 September 2021

JUDGMENT SENT TO THE PARTIES ON 17 September 2021

FOR THE SECRETARY OF EMPLOYMENT TRIBUNALS Mr N Roche

#### NOTE:

This is a written record of the Tribunal's decision. Reasons for this decision were given orally at the hearing. Written reasons are not provided unless (a) a party asks for them at the hearing itself or (b) a party makes a written request for them within 14 days of the date on which this written record is sent to the parties. This information is provided in compliance with Rule 62(3) of the Tribunal's Rules of Procedure 2013.