THE EMPLOYMENT TRIBUNALS

BETWEEN

Claimant: Mrs A Upton
Respondent: Tamaris Healthcare (England) Limited

Heard at: Newcastle Hearing Centre (by CVP)

On: 9 September 2021

Before: Employment Judge Morris (sitting alone)

Representation:

Claimant: Mr G Price of counsel
Respondent: Mr L Ashwood, solicitor

JUDGMENT ON REMEDY

This Judgment of the Tribunal is in respect of its previous finding that the claimant's complaint under Section 111 of the Employment Rights Act 1996 that she was unfairly dismissed by the respondent was well-founded. Its Judgment is as follows:

1. The Tribunal declines to make an order for reinstatement or an order for re-engagement under sections 116(1) and (2) respectively of that Act and, as such, the Tribunal makes an award of compensation.

2. The respondent is ordered to pay to the claimant compensation of £4,181.82, which comprises the following elements:

   2.1 a basic award of £1,728.54; and
   2.2 a compensatory award of £2,453.28.

3. The Recoupment Regulations do not apply to the above award of compensation.

REASONS

Representation and evidence

1. The claimant was represented by Mr G Price of counsel, who called the claimant to give evidence. The respondent was represented by Mr L Ashwood, solicitor, who called Ms J A Ritchie, the respondent's Managing Director for Scotland and the North, to give evidence on its behalf.

2. The evidence in chief of or on behalf of the parties was given by way of written witness statements, Ms Ritchie having produced an initial witness statement and then a supplemental witness statement to address points made by the claimant in her third witness statement, which she had produced for this remedy hearing, her first and second witness statements having been produced for the liability hearing.

3. This was a remote hearing, which had not been objected to by the parties. It was conducted by way of the Cloud Video Platform as it was not practicable to convene a face-to-face hearing, no one had requested such a hearing and all the issues could be dealt with by video conference.

4. The Tribunal also had before it the bundle of documents compiled for the purposes of the previous substantive hearing, the witness statements that had been considered at that hearing (the second witness of the claimant attaching a schedule of loss) and a counter-schedule of loss produced by the respondent for the purposes of this remedy hearing.

Context

5. At the liability hearing the judgment of the Tribunal was that the claimant's complaint under section 111 of the Employment Rights Act 1996 ("the Act") that her dismissal by the respondent was unfair was well-founded. At both that liability hearing and at this remedy hearing the claimant expressed a wish that the Tribunal should make an order under section 113(a) of the Act; namely an order for reinstatement.

Consideration and findings of fact

6. Having taken into consideration all the relevant evidence before the Tribunal (documentary and oral), the submissions made on behalf of the parties at the hearing and the relevant statutory and case law, including that referred to by the representatives, (notwithstanding the fact that, in pursuit of some conciseness, every aspect might not be specifically mentioned below), the Tribunal records the following facts relevant to remedy either as agreed between the parties or found by the Tribunal on the balance of probabilities.

    6.1 The respondent operates a number of care homes for elderly and frail residents including Abigail Lodge at which the claimant was employed as a Care Assistant.

6.2 The claimant’s employment commenced on 26 September 2016. Her normal hours of work were 33 hours each week and at the point of her dismissal she was paid £8.73 per hour. She was entitled to 4 weeks’ notice of the termination of her contract of employment.

6.3 In the context of the Covid-19 pandemic, the Department of Health & Social Care published, in September 2020, the “Adult Social Care – Our Covid-19 Winter Plan 2020/21”. In a section of that Plan headed “Managing staff” it is provided, amongst other things, “Stopping staff movement in and between care settings is critical to minimise the risk of infection ….”, and that care home providers should “Limit all staff movement between settings unless absolutely necessary to help reduce the spread of infection ….”.

6.4 Building upon that Winter Plan, the respondent decided that in order to reduce the risk of transmission of the Covid-19 virus and protect its staff and residents in accordance with its duty of care, no one working at any of its homes could work in another care setting, including hospitals. That inclusion of hospitals goes beyond the letter of the Winter Plan but I am satisfied that it was reasonable for the respondent to make that extension in relation to its employees.

6.5 That decision of the respondent impacted upon the claimant as she worked as a cleaner on the minor injuries and rehabilitation ward of a local hospital and, ultimately, it was this that led to her dismissal.

6.6 In general, the circumstances at the time of the claimant’s dismissal continue today. The claimant continues to be employed at the local hospital (which she said at the liability hearing she is unwilling to give up) and the respondent still has in place its policy that for purposes of Covid-19 infection control, none of its care home employees is allowed to work in another care setting such as another care home or hospital.

6.7 Some flexibility has, however been introduced into the respondent’s policy to address emergency situations. Such situations might include where a number of staff who were supposed to be working a particular shift had called in sick, which could leave a care home dangerously short-staffed. In such circumstances (as Ms Ritchie put it, “in extremis”) to cover the emergency a manager of one of the respondent’s care homes can approach an employee who normally works at another of its care homes or is listed in its records of ‘bank staff’ of carers. Such individuals are ‘zero-hours’ staff who provide short-term cover at short notice in the respondent’s care homes; as a result of how the respondent has implemented the Winter Plan, they are allocated to work in only one care home.

6.8 Conditions are, however, applied to obtaining such cover for emergencies. A risk assessment must be undertaken in respect of the employee who is to provide the cover, and he or she must:

6.8.1 have had both Covid-19 vaccinations;

6.8.2 provide a negative lateral flow test immediately before each of the shifts at which they are to provide cover;

6.8.3 have a negative PCR test from not less than one week previously.

6.9 Additionally, if there should be a Covid outbreak within the home where the employee is working, he or she must remain in that home.

6.10 Importantly, that flexibility is limited to obtaining emergency cover from one of the respondent’s employees or bank staff who do not work in another care setting or hospital: it is not applicable to individuals who do work in another care setting or in a hospital, as does the claimant.

6.11 The claimant stated that the respondent has relaxed its policy to a greater extent than as set out above and, in that regard, named two individuals whom she maintains are engaged by the respondent not in accordance with that policy.

6.12 The first individual is WA who has recently been engaged by the respondent as a member of its bank staff at Abigail Lodge. She has other employment which, the claimant says, requires her to visit a number of different care settings. I accept the evidence of Ms Ritchie, however, that while WA provides support to care home managers in the course of her other employment she does not go into care homes.

6.13 The second individual is SW who the claimant says works between two of the respondent’s care homes. I accept the evidence of Ms Ritchie, however, that SW is a member of the respondent’s bank staff allocated to work at Abigail Lodge and although she worked three shifts at another of the respondent’s care homes in July 2021 that was to provide emergency cover in accordance with the flexibility described above and the conditions also referred to above were complied with.

6.14 On a slightly different point, the claimant stated that she had been telephoned by the Deputy Home Manager at Abigail Lodge, TN, on 29 May 2021 who asked her to cover a shift. She suggests that this is evidence that calls into question the respondent’s application of its policy. I again accept the evidence of Ms Ritchie, however, that it is probable that this telephone call was made because at that time the claimant, although not being allocated work by the respondent, continued to be on its payroll and her name appeared on the shift roster sheets. In such circumstances the manager (who on 29 May had only worked for the respondent for 12 days) was unaware of the circumstances appertaining to the claimant and had telephoned the claimant seeking cover for an otherwise short-staffed shift at short notice. I do not find that this isolated incident casts doubt upon the respondent’s application of its policy.

Submissions

7. After the evidence had been concluded the parties' representatives made submissions by reference to written arguments, which addressed the issues that are relevant to this question of remedy in this case in the context of relevant statutory and case law. It is not necessary for me to set out those submissions in detail here because they are a matter of record and the salient points will be obvious from my findings and conclusions below. Suffice it to say that I fully considered all the submissions made and the parties can be assured that they were all taken into account by me in coming to my decision.

8. That said, the key points made by Mr Ashwood on behalf of the respondent included as follows:

 8.1 It is not practicable for the respondent to comply with an order for reinstatement: see Coleman v Magnet Joinery Ltd [1975] ICR 46. The respondent still has in place its policy that no one who is employed by it to work in any of its care homes can work in another organisation's care setting, and the claimant still works at the hospital. The respondent's policy therefore stops reinstatement being capable of being carried into effect with success.

 8.2 The claimant contributed to some extent to her dismissal in that she refused to take up any of the options provided to her by the respondent, which included the respondent making up the hours and pay she was receiving from the hospital. It would not be just to order reinstatement as to do so would result in the claimant being unjustly enriched as she would receive back-pay for the 11 months she refused to comply with the respondent's requirement, which was in place to protect the health of its elderly and vulnerable residents.

 8.3 The above applies equally to an order for re-engagement.

 8.4 The compensatory award must be such amount as the Tribunal considers just and equitable. Applying the decision in Polkey the question for the Tribunal is whether, if there had been a fair disciplinary hearing, the result would still have been a dismissal: see Whitehead v Robertson Partnership [2004] UKEAT/0378/03.

 8.5 The determination does not require express evidence. According to the decision in Software 2000 Ltd v Andrews UKEAT/0533/06, "the question is not whether the Tribunal can predict with confidence all that would have occurred; rather it is whether it can make any assessment with sufficient confidence about what is likely to happen, using its common sense, experience and sense of justice". In light of the evidence that the claimant was unwilling to relinquish her hospital job and the respondent would still have its policy in place, it would have changed the claimant's contract to include the requirements of its policy, which the claimant would not have met and she would still have been dismissed. Disciplinary processes are commonly around four weeks long.

8.6 The claimant has made no attempt to mitigate her losses. She has not made even one application to a care home. The claimant's inaction has been unreasonable from her dismissal on 21 October 2021 onwards.

8.7 The ACAS Code of Practice does not apply to the claimant's dismissal as she was dismissed for some other substantial reason and, in any event, the respondent's failure was not unreasonable and it would not be just and equitable to increase any award.

9. The key points made by Mr Price on behalf of the claimant included as follows:

9.1 The respondent's contention that the claimant's reinstatement is impracticable is not supported on the evidence, which includes that each decision regarding non-movement of staff was subject to an individual risk assessment; others work for the respondent and maintain employment elsewhere; the respondent asked the claimant to undertake shifts; the respondent acted on the basis it had not dismissed the claimant and did not intend to do so. The respondent has not made out its case that it cannot reinstate the claimant. Its policy is not reflected in the practicality on the ground.

9.2 As to mitigation, the respondent's position throughout was that the claimant was not dismissed and her job was 'on hold'. The claimant had engaged with the respondent fully by raising a grievance. It was expected that she would be available for work if requested. The burden of proof is on the respondent. It is not for the claimant to prove that she acted reasonably in relation to which the facts are critical. The respondent had said that it was not dismissing the claimant but she had to work to certain conditions. The claimant acted reasonably; certainly within the range of reasonable responses. The respondent has not proved that the claimant failed to mitigate her losses: see Cooper Contracting Ltd v Lindsey UKEAT/0184/15.

9.3 The decision in Polkey applies not only to procedural failings; it extends also to failings of substance. The Tribunal found the reason for dismissal as being some other substantial reason but that had never been advanced by the respondent. In accordance with the decision in Software 2000, the Tribunal must have confidence in the evidence of the respondent as to what would have happened. The respondent has led no evidence in support of its argument that the claimant would have been dismissed fairly in any event, it did not advance or seek to prove a potentially fair reason for dismissal and the Tribunal found that it undertook no process at all in respect of the dismissal. This provides an unsound basis for the Tribunal to conclude that the Polkey principle should result in a reduction. Whilst a tribunal is required to consider whether a claimant might have been dismissed in any event it can only make such findings if it has reliable evidence to do so, and in this case the Tribunal has no evidence on which to make a Polkey reduction.

The Law

10. The principal statutory provisions that are relevant to the issues at this remedy hearing are to be found in Chapter II of the Act. Two provisions that are of particular relevance are as follows:

*"**116 Choice of order and its terms.***

(1) In exercising its discretion under section 113 the tribunal shall first consider whether to make an order for reinstatement and in so doing shall take into account —

(a) whether the complainant wishes to be reinstated,
(b) whether it is practicable for the employer to comply with an order for reinstatement, and
(c) where the complainant caused or contributed to some extent to the dismissal, whether it would be just to order his reinstatement.

(2) If the tribunal decides not to make an order for reinstatement it shall then consider whether to make an order for re-engagement and, if so, on what terms.

(3) In so doing the tribunal shall take into account —

(a) any wish expressed by the complainant as to the nature of the order to be made,
(b) whether it is practicable for the employer (or a successor or an associated employer) to comply with an order for re-engagement, and
(c) where the complainant caused or contributed to some extent to the dismissal, whether it would be just to order his re-engagement and (if so) on what terms."

*"**123 Compensatory award.***

(1) Subject to the provisions of this section and sections 124, 124A and 126, the amount of the compensatory award shall be such amount as the tribunal considers just and equitable in all the circumstances having regard to the loss sustained by the complainant in consequence of the dismissal in so far as that loss is attributable to action taken by the employer."

Application of the facts and the law to determine the issues

11. The above are the salient facts and submissions relevant to and upon which I based my Judgment in relation to remedy having considered those facts and submissions in the light of the relevant law and the case precedents in this area of law.

12. As agreed by the parties, the principal consideration for me to take into account under section 116(1)(b) of the Act is "whether it is practicable for the employer to comply with an order for reinstatement"; as set out above, similar wording is contained in section116(3)(b) of the Act in respect of an order for re-engagement.

13. In this regard, I accept the unchallenged evidence of Ms Ritchie that, as I have found above, the respondent still has in place its policy that an employee in one of its care homes cannot also work in another care setting such as a care home or hospital. The claimant's evidence at this hearing was that she still has her employment at the hospital, which she is unwilling to forego.

14. Whether reinstatement is "practicable" is to be judged in a "broad common-sense" fashion (see Meridian Ltd v Gomersall [1997] ICR 597) and is to be assessed at the time order would take effect. It is a question of possibility bearing in mind the circumstances of the employer's business but it means more than merely possible. In accordance with the decision of the Court of Appeal in Coleman "practicable" means whether reinstatement is "capable of being carried into effect with success".

15. In accordance with the decision in Park Chinois Ltd v Ozkara [2019] UKEAT/0017/19, a tribunal is not bound to conclude that reinstatement is impracticable "just because reinstatement may require the employer to make some adjustments to the business to accommodate the returning employee". I have considered whether that applies in this case and whether it can be said that the respondent ought to make some adjustments to its policy to accommodate the claimant thus enabling her to be reinstated. I am satisfied, however, that the respondent has adopted a policy that is reasonable in the context of the Covid-19 pandemic and its continuing consequences and the Winter Plan, and applies that policy consistently albeit with the flexibility that it has introduced (subject to the conditions set out above) to enable it to respond to situations of emergency and urgency. Fundamentally, I repeat that the evidence before me is that that flexibility is limited to bringing in to cover an emergency situation someone who is one of the respondent's employees or bank staff who does not work in another care setting or hospital. That flexible approach does not apply to someone who does what in another care setting or in a hospital and, therefore, is not applicable to the claimant.

16. In the claimant's second witness statement that she prepared at the time of the substantive hearing she set out eight reasons why she believed "that reinstatement is a just remedy, and is reasonably practicable". The focus of the majority of those reasons is upon whether there is a lack of trust and confidence between the claimant and the respondent or their relationship has been irretrievably damaged, which I accept are barriers to the practicability of reinstatement that is often found in cases where the remedy of reinstatement is sought; she sets out other additional reasons including her having a clean disciplinary and performance record, not having been permanently replaced and the loss of her career in the care sector and financial security. In making my decision in this regard, I have brought those reasons into account but claimant has not addressed what I have found to be the essential barrier to her reinstatement, which is the respondent's policy regarding its employees not having other employment in a care or hospital setting and the claimant having employment in a hospital.

17. To recapitulate, a key consideration for me in determining whether to exercise my discretion to make an order for reinstatement is that those employed by the

respondent in its care homes, whether on normal hours or its bank staff, are not permitted to work for another employer if that other work places them in another care or health setting. As the claimant's other work in the hospital does just that, I found that the respondent had a substantial reason for dismissing her and, as her work in the hospital continues to do just that, I find that it is not practicable for the respondent to comply with an order for reinstatement; I am satisfied that such an order is not "capable of being carried into effect with success".

18. Having thus decided not to make an order for reinstatement I am required by section 116(2) of the Act to "consider whether to make an order for re-engagement" notwithstanding that the claimant has not sought re-engagement.

19. As set out above, section 116(3) of the Act provides in terms very similar to those contained in section 116(1) of the Act. In the circumstances of this case, the principal consideration is again whether "it is practicable for the employer (or a successor or an associated employer) to comply with an order for re-engagement". For the reasons set out above, I am not satisfied that it is practicable for the respondent or an associated employer to comply with such an order.

20. In these circumstances, in accordance with section 112(4) of the Act, I am required to make an award of compensation for unfair dismissal calculated in accordance with sections 118 to 126 of the Act.

21. The parties are agreed that the amount of the basic award is £1,728.54.

22. The amount of the compensatory award is (as often is the case) more problematic.

23. I found at the liability hearing that the respondent did not act reasonably in accordance with section 98(4) of the Act. In that context, I have considered first whether the respondent has shown that the claimant would have been dismissed in any event if it had followed a fair procedure in relation to her dismissal.

24. I accept that the respondent's direct evidence on this point is limited and understand the submissions of Mr Price that the effect of this is to provide an unsound basis upon which I might conclude that the Polkey principles should result in a reduction of the compensatory award. That said, in making my Judgment I seek to apply the decision in Software 2000 in which it was stated as follows:

> *"The question is not whether the tribunal can predict with confidence all that would have occurred; rather it is whether it can make any assessment with sufficient confidence about what is likely to have happened, using its common sense, experience and sense of justice. It may not be able to complete the jigsaw but may have sufficient pieces for some conclusions to be drawn as to how the picture would have developed. For example, there may be insufficient evidence, or it may be too unreliable, to enable a tribunal to say with any precision whether an employee would, on the balance of probabilities, have been dismissed, and yet sufficient evidence*

for the tribunal to conclude that on any view there must have been some realistic chance that he would have been. Some assessment must be made of that risk when calculating the compensation even though it will be a difficult and to some extent speculative exercise."

25. The decision in that case has to be treated with some caution given that at the time it was made the statutory Dismissal and Disciplinary Procedures, which were introduced by the Employment Act 2002, were in force but key principles continue to be applicable to my decision. Based upon my experience and utilising what I hope is my common sense and sense of justice, I am satisfied that in this case I can make an "assessment with sufficient confidence about what is likely to have happened" and can draw conclusions "as to how the picture would have developed."

26. In <u>Software 2000</u>, Elias P. (as he then was) postulated four possible outcomes. These include the extremes that dismissal would have occurred when it did in any event and that the employment would have continued indefinitely. The third outcome is, "the employment would have continued, but only for a limited fixed period." My assessment is that given the respondent's policy and the claimant's unwillingness to stop working at the hospital, that would have been the outcome in this case.

27. More particularly, I am satisfied that if the respondent had acted reasonably in accordance with section 98(4) of the Act it would have instigated a procedure that, potentially, would have led to the claimant's dismissal. That procedure would have involved appropriate steps being taken including, for example, assembling relevant evidence; possibly meeting the claimant informally; depending upon the outcome of any such informal meeting, informing the claimant of its intention to proceed formally; giving notice of the date and venue for the hearing and the claimant's entitlement to be represented; allowing sufficient time for the claimant to prepare; conducting the hearing; taking time to consider a reasonable decision; informing the claimant of that decision. In his submissions Mr Ashworth suggested that such a process would commonly take some four weeks and I accept that assessment in this case.

28. Thus, I am satisfied that the "limited period" referred to in the decision in <u>Software 2000</u> for which the claimant's employment would have continued would have been a period of four weeks. Additionally, the respondent concedes that upon dismissing the claimant she would be entitled to 4 weeks' notice or pay in lieu thereof.

29. That finding was sufficient to dispose of this claim (subject to making the necessary calculations) and I therefore did not consider it necessary when announcing my decision orally to address, in addition, the issue of mitigation. The claimant having requested that I provide these reasons in writing, however, it is appropriate that I should add that I did consider that issue and now set out my conclusions in that respect.

30. It is a fundamental principle that any claimant will be expected to mitigate the losses he or she suffers as a result of an unlawful act and that a tribunal will not

make an award to cover losses that could reasonably have been avoided. The claimant is expected to take reasonable steps to minimise losses but, as the representatives agreed, the burden of proving a failure to mitigate is on the respondent: see Fyfe v Scientific Furnishing Ltd [1989] IRLR 331. Thus, the respondent needs to prove that the claimant acted unreasonably.

31. The evidence of Ms Ritchie is that there is a huge shortage of staff in the care sector and both the respondent and its competitors are always looking for staff. She added that since the government introduced legislation that all care home staff must be fully vaccinated against Covid-19 by 11 November 2021, the shortage of staff in the care sector has increased, and the shortage will continue to grow as staff who have not been vaccinated will be dismissed. I accept that evidence of Ms Ritchie. Evidence of alternative jobs in the care sector, local to where the claimant lives, was included in the documents for the substantive hearing at pages 166 to 187. Ms Ritchie also said that if the claimant had signed up with a recruitment agency in the care sector she would have been placed in a job straightaway if the new employer did not know or did not care that she was also working in a hospital. I accept that that is more likely than not. Similarly, I accept Ms Ritchie's evidence that the NHS is also suffering with staff shortages.

32. In contrast the claimant provided no evidence of the steps that she had taken to mitigate her loss, and in her witness statement she confirmed, to an extent, the evidence of Ms Ritchie, "The care sector generally is chronically understaffed and in crisis, and I assume the Respondent is no exception to that".

33. In the above context I considered the following matters:

    33.1 the steps I consider that the claimant should have taken to mitigate her losses, being primarily to have sought alternative employment in the care or hospital sectors or additional work at the local hospital at which she works;

    33.2 whether it was unreasonable for the claimant to have failed to take such steps; and, if so,

    33.3 the date from which a broadly equivalent alternative income would have been obtained.

34. Stepping back and considering the evidence available to me in the round in addressing the above matters, I am satisfied that the respondent has established that the claimant has failed to mitigate the losses that she suffered as a consequence of her unfair dismissal. I am satisfied that the claimant could have secured a broadly equivalent alternative income within, say, four weeks of the date of her dismissal and, in any event, within the eight-week period by reference to which I have calculated the compensatory award: i.e. the four weeks it would have taken respondent to conduct a reasonable process plus the four-week notice period.

35. Turning to calculations, the parties are agreed that the claimant's average net pay is £262.53 per week and, additionally, that the respondent made a pension contribution in her favour of £6.63 per week: a total of £269.16 per week.

36. In respect of that period of four weeks during which the respondent ought to have conducted a reasonable dismissal process, therefore, the claimant would have earned a total of £1,076.64 net.

37. The parties are also agreed that an award of £300 is appropriate in respect of the claimant's 'loss of statutory rights'. Thus, a subtotal so far of £1,376.64.

38. A payment in lieu of notice is a payment of compensation for an employer's breach of contract in not giving an employee the notice of termination to which he or she is entitled. As such, contrary to the calculations provided by the respondent, I am satisfied that that also falls to be calculated by reference to the claimant's average weekly pay rather than her basic contractual pay. As set out above, that amounts to £269.16 per week and, therefore, £1,076.64 during the four-week notice period.

39. Taking the above elements together, I make a compensatory award of £2,453.28.

40. Finally, in the schedule of loss produced by the claimant she has asserted that there should be an increase of 25% in the compensatory award due to the respondent's unreasonable failure to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures (2015). In the decision in Phoenix house Ltd v Stockman UKEAT/026/15, however, the EAT held that the disciplinary section of that Code, and therefore the uplift, does not apply to dismissals for some other substantial reason where "misconduct is not alleged and capacity is not in issue"; the EAT rejecting provisional view expressed in Hussain v Jury's Inn Group Ltd UKEAT/0283/15. As such, I do not make any such increase in the compensatory award.

41. In summary, therefore, the total award of compensation for unfair dismissal is £4,481.82.

Conclusion

42. The Judgment of the Tribunal is as follows:

    44.1 The Tribunal declines to make an order for reinstatement or an order for re-engagement under sections 116(1) and (2) respectively of the Act.

    44.2 The respondent is ordered to pay to the claimant compensation of £4,181.82, which comprises the following elements:

    44.2.1 a basic award of £1,728.54; and
    44.2.2 a compensatory award of £2,453.28.

44.3 The Recoupment Regulations do not apply to the above award of compensation.

EMPLOYMENT JUDGE MORRIS

JUDGMENT SIGNED BY EMPLOYMENT JUDGE ON 13 September 2021

Note

Pursuant to rule 69 of the Employment Tribunals Rules of Procedure 2013 the figures set out above have been amended from those announced orally at the conclusion of the remedy hearing: that being, a total award of compensation of £4,482.06 comprising the agreed basic award and a compensatory award of £2,753.52. This amendment is to correct accidental slips that were made in the calculation of the compensatory award being primarily 'counting twice' the award agreed between the parties of £300 in respect of the claimant's 'loss of statutory rights'.

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