EMPLOYMENT TRIBUNALS

Claimant: Ms J Archibald

Respondent: North Cumbria Integrated Care NHS Foundation Trust

HELD AT: Manchester **ON:** 15 July 2022 and 12 August 2022 (in chambers)

BEFORE: Employment Judge Slater
Ms A Berkeley-Hill
Ms J Williamson

REPRESENTATION:

Claimant: Ms I Baylis, counsel
Respondent: Mr I Crammond, counsel

JUDGMENT

The unanimous judgment of the Tribunal is that:

1. The respondent is ordered to pay to the claimant compensation of £6,700.17 for unfair dismissal, including a 10% uplift for breaches of a relevant ACAS Code of Practice.

2. The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply to this award.

3. The respondent is ordered to pay to the claimant compensation of £5,500 for protected disclosure detriment, including a 10% uplift for breaches of a relevant ACAS Code of Practice.

REASONS

Issues

1. This was a hearing to determine remedy following a judgment on liability sent to the parties on 5 May 2022. As set out in the liability judgment, the tribunal found that the claimant had been constructively unfairly dismissed and that the complaints of protected disclosure detriments in relation to the complaints about the outcome of the grievance and the grievance appeal were well founded. The tribunal dismissed other complaints. This judgment must be read together with the judgment on liability to understand the basis on which the complaint of constructive unfair dismissal and the complaints of protected disclosure detriment were upheld.

2. The claimant claimed loss of earnings as part of the compensatory award for unfair dismissal. She did not claim that any financial loss arose from the protected disclosure detriments. She claimed compensation for injury to feelings and injury to health for the protected disclosure detriment claims. The claimant also sought an uplift to compensation for breaches of the ACAS code of practice on discipline and grievance. Although the schedule of loss had also contained a claim for interest on compensation for protected disclosure detriment, Ms Baylis accepted, in submissions, that there were no legal provisions allowing for the award of interest on such compensation.

3. There was agreement on the calculation of the basic award for unfair dismissal. The respondent also did not take issue with the claim for an amount of £813.92 payable by the claimant as an early termination charge for her car lease. All other issues in relation to remedy were in dispute.

Evidence

4. The claimant was the only witness at the remedy hearing. She provided a written witness statement and gave oral evidence. There was a schedule of loss which had been updated on 14 July 2022.

5. There was a remedy bundle of documents consisting of 239 pages. This did not include any job applications, offer letters or contracts of employment for the work done by the claimant after her employment ended with the respondent. The claimant had not disclosed this material to the respondent and could not provide an explanation in cross examination as to why this had not been done.

6. There was no expert medical evidence to assist the tribunal in deciding on the claim for compensation for injury to health. From the claimant's evidence under cross-examination, it appears she had obtained a letter from a psychiatrist (although no permission had been sought from the tribunal to call expert evidence) but decided not to put this in evidence because she felt it went into too much personal detail.

Facts

7. We rely on the facts found in our judgment on liability. We highlight some of the particularly relevant findings and make additional findings of fact.

8. The claimant was on sick leave due to work related stress from 31 May 2019 until the end of her employment with the respondent on 28 February 2020.

9. We find that, from June 2019 at the latest, the claimant was exploring options for work elsewhere, including moving to a research post in Edinburgh. Since the claimant has not disclosed copies of job applications, it is unclear to us when she first made job applications.

10. By September 2019, the claimant had made an application to work at HMP Preston. She was offered the job on 13 November 2019 subject to references, but the respondent's reference led to the withdrawal of the job offer.

11. In September or October 2019, the claimant's sick pay dropped to half pay. Up to that point, she had been receiving full pay when on sick leave.

12. At the grievance appeal meeting on 11 December 2019, the claimant was offered mediation, but refused this.

13. The claimant resigned, giving notice, on 31 January 2020.

14. At the effective date of termination, 28 February 2020, the claimant was still receiving sick pay at the level of half pay. If the claimant had remained employed but was still on sick leave, she would have received half pay for a further two months. From the beginning of May 2020, she would have moved onto no pay.

15. By the time the claimant's employment came to an end, she had attended a number of long term absence review meetings under the respondent's sickness absence procedure, the last of which was held on 18 December 2019. She was informed at that meeting that, if the respondent could not obtain information that suggested a return to work in the reasonably foreseeable future, they would arrange a final formal review meeting in line with the Attendance Policy, an outcome of which could be the termination of her employment.

16. Shortly before the claimant left the respondent's employment, she applied for her NHS pension. A pension of £7,970.33 per annum was payable from 29 February 2020. The claimant also received a lump sum.

17. The claimant's basic gross salary was £38,765 (weekly equivalent £745.48) at the time her employment ended. Her net weekly pay at this time was £445.23 (calculated as an average of monthly net pay July to September 2019). This took into account deductions which were being made for an overpayment of pay and for a car lease.

18. NHS employer pension contributions in 2019/2020 were 20.6% of basic salary. Mr Crammond suggested in submissions that page 232 of the bundle showed this percentage was wrong. Having read that page, we understand it to mean that, whilst the employing Trust was responsible for 14.3%, the employer received funding from the Department of Health and Social Care to meet the additional cost to make it up to 20.6%. We consider the value to the employee in 2019/2020 of employer's contributions was, therefore, 20.6%.

19. Had the claimant remained in employment, her gross annual salary would have increased with effect from 1 April 2020 to £41,723. We accept the suggestion in the schedule of loss that this would have equated to £557.79 net per week.

20. The claimant purchased the car she had been leasing through an NHS scheme, on termination of her employment. She incurred an early termination charge of £813.92. In closing submissions, Mr Crammond, for the respondent, said the respondent did not take issue with the claim for £813.92 for this charge.

21. In October 2020, the claimant had to stop driving due to a recurrence of seizures. We heard no evidence on what would have happened about the car lease had she still been employed by the respondent at this point. Given our conclusions in relation to financial loss attributable to the unfair dismissal, it has not been necessary for us to consider this further.

22. In the period 29 February to 15 March 2020, the claimant was not working. The claimant did not make any claim for benefits.

23. The claimant had applied to work for the Sue Ryder Neurological Centre (Sue Ryder) before the ending of her employment with the respondent. Since the claimant did not disclose relevant documents, we do not know when the application was made and when she was offered the job. We consider it reasonable to assume that the offer had been made and accepted before 28 February 2020, since there is usually, in relation to professional level jobs, some gap between an offer being made and a new employee starting work.

24. In the period 16 March to 4 October 2020 (29 weeks) the claimant worked for Sue Ryder as a full-time band 5 staff nurse. Her weekly net pay was £470.16. The Schedule of Loss indicates that there was a pension scheme the claimant could have joined but she opted out. Had she joined, Sue Ryder would have paid 4% employer contributions. We were given no information on employee contributions but assume the claimant would have paid contributions of a similar level.

25. The claimant resigned from her job with Sue Ryder with effect from 4 October 2020. She was finding nursing stressful and was working longer shifts than she had anticipated when she took the job (12 hour shifts). She had to spend more time travelling than when she was working for the respondent. We find that she resigned because of a combination of long hours, increased travelling and finding nursing stressful. The claimant told her GP on 23 July 2020 that she was aiming to hand in her notice and give up nursing and work somewhere like KFC as she would find this less stressful. She said she was going to had in her notice that week.

26. On 5 October 2020, the claimant started working at McDonalds. The claimant was on a zero hours contract and much lower pay (£122.31 net per week). She resigned from this employment with effect from 28 February 2021. She does not claim loss of earnings beyond this point; she accepted that the reasons for her resignation (which were not explained to us) were likely to be held to be too remote by the Tribunal.

Further evidence relevant to injury to feelings and personal injury claim

27. From 2017, the claimant had been seeing her GP about depression and had been on Sertraline medication. She also attended private counselling sessions.

28. By February 2019, the claimant was feeling unwell due to events in work. She was sleeping poorly and feeling tired all the time and emotionally exhausted. She continued to suffer with stress and emotional exhaustion throughout the remainder of 2019 and this continued during 2020.

29. As the claimant states in her evidence, she was already unwell with stress and emotional exhaustion before the outcome of the grievance in October 2019.

30. When she received the grievance report, the claimant was angry that Martin Daley had omitted so much from his report. She was not satisfied with the way in which he had conducted the investigation.

31. As recorded in our judgment on liability, the claimant has epilepsy but, when she joined the respondent in February 2015, her seizures were under control.

32. The claimant's GP recorded the claimant saying, in May 2019, that she had not had any fits since 2001.

33. On 24 October 2019, the claimant was referred to a consultant neurologist, due to the exhaustion, sleep disturbance and anxiety she had been experiencing, as she wanted advice regarding her epilepsy and her treatment.

34. The claimant received copies of statements taken from colleagues during the grievance investigation on 7 December 2019. Reading the statements had a devastating impact on her. She felt physically sick when she read them. She felt that her colleagues had attacked her character and intellect and made incredibly hurtful and damaging comments about her communication. This made her feel extremely low. The statements have had a long lasting emotional impact which has continued up to this hearing. A substantial part of the claimant's witness statement for this remedy hearing relates to the statements and the impact reading these had on her. When the claimant read the statements, she felt incredibly hurt and was in tears. This affected her sleep and she had intrusive negative thoughts.

35. On 9 December 2019, the claimant's GP notes that the claimant had had a brief seizure the previous day. The claimant says this was two. It is not necessary for us to decide whether it was one or two. It was of a sufficiently mild nature that it did not cause any issue for the claimant continuing to drive. Sometime after the claimant had left the respondent, in October 2020, she had a seizure which then prevented her from driving. The claimant believes that the recurrence of her epilepsy, after 18 years of being seizure free, was caused by the stress she was subjected to during her employment at the Trust and that the Trust's failure to uphold the grievance and grievance appeal were a contributing factor in this regard.

36. The claimant was very upset when she received the decision to dismiss her appeal. She felt that the entire grievance process had been a sham and that all the

concerns she had raised and everything she had done to improve patient safety meant nothing to the Trust.

37. We accept the claimant's evidence that the grievance outcome and appeal were a huge disappointment to her. However, we find, based on her own evidence, that her hurt feelings were not just because of the grievance outcome and appeal outcome but because of all the matters she referred to in these proceedings, which were much more extensive than the matters which led us to conclude that the complaints of protected disclosure detriment in relation to the grievance outcome and appeal outcome were well founded. The claimant accepted in cross examination that her hurt feelings arose out of a feeling that the whole organisation was corrupt. The claimant said it was the whole thing in essence which had an adverse impact on her.

38. We heard no expert evidence to assist us in relation to psychiatric injury suffered by the claimant and causation in relation to psychiatric injury or epileptic seizures.

39. The letter from Dr Nicholson, a consultant neurologist, dated 26 October 2019, expresses the view that stress at work is likely to have caused sleep disturbance which increases the risk of seizures. He refers to the claimant suffering from stress at work since July 2017. There is no particular reference to the outcome of the grievance and the letter is written prior to the appeal outcome.

Submissions

40. Mr Crammond made oral submissions only on behalf of the respondent. In summary, submissions were as follows.

41. In relation to unfair dismissal, the respondent accepted the calculation of the basic award and suggested £350 for loss of statutory rights. The respondent suggested that the period of loss should be cut off from the date of resignation or, alternatively, not more than three months after this. The reason the claimant left the Sue Ryder job was nothing to do with the respondent or her dismissal. Her loss should be cut off when she started the job with Sue Ryder. There were a number of reasons why her employment was likely to come to an end irrespective of the breach of contract or detriments. It was very likely the respondent was going to dismiss the claimant for long-term sickness or the claimant would leave in any event. There was a failure to mitigate her loss in that she did nothing seek other employment once with Sue Ryder. She left Sue Ryder to go for a part-time job at a lower salary. The claimant applied for retirement benefits. She was likely to leave in any event.

42. Mr Crammond submitted that the amounts claimed were excessive. She was on half pay at the time of her dismissal. It is likely she would have continued on sick leave, receiving half pay for two more months then no pay. It was wrong to use her full pay in the calculations. The respondent did not take issue with the £813.92 car payment.

43. In relation to injury to feelings and personal injury, the claimant was suffering from depression well before the detriments. This indicates there was no injury to feelings as a result of the detriments or that any additional injury was minimal. None of the things the claimant described as real concerns were reasons given by the Tribunal as to why there was detrimental treatment because of making protected disclosures. The claimant was fit for other work and worked for Sue Ryder full-time four months. Mr

Crammond suggested that any award for injury to feelings should be at the low end of the lower band.

44. In relation to personal injury, there was no expert evidence before the Tribunal to attribute as causally linked to the detriments, the suffering of seizures or psychiatric injury. It was for the claimant to discharge the burden of proof on injury and the causal connection. Mr Crammond submitted that the claimant was not able to prove injury and causation. This was not a case where damages for personal injury could be awarded without expert evidence. If any award was made, Mr Crammond suggested that this would be low. He suggested that an award for injury to feelings of not more than £1000 would be sufficient to cover injury to feelings, including any injury to health.

45. In relation to an ACAS uplift, the respondent submitted that this should not be awarded. The claimant had referred to an introductory paragraph rather than substantive paragraphs of the Code of Practice. Some of the matters referred to were not part of the Tribunal's findings. He suggested that there was not a breach of the Code in relation to the carrying out of a proper investigation. If any uplift was made, he suggested it should be no more than 5%.

46. Ms Baylis provided written submissions and made additional oral submissions. She submitted that leaving the job with Sue Ryder did not mean that subsequent loss was not attributable to the unfair dismissal. She referred to **Dundee Plant Co Ltd v Riddler** EAT 377/88 where the employee found a new job but gave it up after three months when it proved unsuitable. The EAT upheld the tribunal's decision that the original employer's liability did not terminate when the employee found the new job. Ms Baylis submitted that the Sue Ryder job was unsuitable and the claimant would not have had to take an unsuitable job had she not been dismissed. The claimant accepted that the reasons for her leaving McDonald's were likely to be held too remote by the Tribunal so she did not claim for loss beyond the ending of her employment with McDonald's.

47. The respondent had not provided evidence to support an argument about lack of mitigation of loss.

48. Ms Baylis submitted that, had the breaches of contract not happened, the claimant could have returned to work with the respondent. She submitted that, just because the claimant was looking for other jobs, does not mean she would necessarily would have left. There was only a minor percentage chance that she would have done so.

49. Ms Baylis submitted that pension received should not be set off against loss of earnings. This should be considered as past earnings. She referred to the case of **Smoker v London Fire and Civil Defence Authority** 1991 ICR 449 House of Lords. This was an insurance case, but she submitted that there was a wider point in the authority.

50. In relation to ACAS uplift, Ms Baylis submitted that the Code was breached. She referred to paragraph 4 of the introduction to the ACAS code. She averred that the respondent unreasonably delayed the grievance, did not act consistently, did not carry out a proper investigation and did not allow the claimant to put a case when allegations were made about her. She invited the tribunal to make an ACAS uplift of 15% or the amount it saw fit.

51. In relation to injury to feelings, she submitted that the claimant had to leave her job, she suffered quite severe health implications and no longer felt able to work as a nurse. Ms Baylis said the injury to feelings award in the schedule of loss had been adjusted to reflect the fact that she had lost on many of her claims. She invited the tribunal to make an award in the middle of the Vento band.

52. In relation to personal injury, Ms Baylis submitted that the claimant had provided enough medical evidence for the Tribunal to conclude that the treatment of the respondent contributed both to hurt psychiatric injury and to her recurrence of seizures.

Law

53. Section 118 Employment Rights Act 1996 (ERA) provides that an award of compensation for unfair dismissal shall consist of a basic award and a compensatory award calculated in accordance with the relevant provisions.

54. Section 119 ERA sets out how a basic award is to be calculated. The same statutory formula applies as for the calculation of a statutory redundancy payment.

55. Section 123 ERA provides that 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.

56. In accordance with principles set out by the House of Lords in **Polkey v AE Dayton Services Limited [1988] ICR 142,** a tribunal may reduce a compensatory award for unfair dismissal by up to 100% if there is evidence to suggest the claimant might have been fairly dismissed, either at the time the claimant was dismissed or at some later date.

57. Section 49 ERA provides that the remedies for a protected disclosure detriment are a declaration that the complaint is well founded and may be compensation of such amount as the Tribunal considers just and equitable in all the circumstances, having regard to the infringement to which the complaint relates and any loss which is attributable to the act, or failure to act, which infringed the complainant's right.

58. The same approach is taken to compensation for injury to feelings in whistleblowing detriment claims as has been taken in discrimination cases: **Virgo Fidelis Senior School v Boyle 2004 ICR 1210, EAT.** This also means that the Tribunal can award compensation for personal injury caused as a result of a protected disclosure detriment.

59. In determining the appropriate level of an award for injury to feelings, Tribunals apply the general guidelines set out by the Court of Appeal in **Vento v Chief Constable of West Yorkshire Police 2003 ICR 318, CA**.

60. The Presidents of the Employment Tribunals in England and Wales and Scotland issue joint guidance on the updated **Vento** bands. The guidance provides that, in relation to cases presented after 6 April 2019, the Vento bands are as follows: lower

band £900 to £8800 (less serious cases); middle band £8800 to £26,300 (cases that do not merit an award in the upper band); and upper band £26,300 to £44,000 (the most serious cases). In the most exceptional cases, the award can exceed £44,000.

Conclusions

Compensation for unfair dismissal

61. The basic award is agreed to be £3937.50.

62. The claimant claims compensation for financial loss.

63. We conclude that the claimant reasonably mitigated her loss by starting work soon after her employment with the respondent ended. We award her full loss for the period of two working weeks between the end of her employment with the respondent and start of her employment with Sue Ryder. For reasons we return to, her loss of earnings will be calculated at the rate of the sick pay she was receiving at the time she left the respondent: half pay. In addition, the financial loss includes employer's pension contributions for this two week period. Although the claimant was on half pay, we consider the employer's pension contributions should be calculated as a notional percentage of normal pay, rather than half pay for these two weeks, since the scheme is a defined benefits scheme and the claimant would have remained a member for those two weeks.

64. We conclude that the claimant's resignation from Sue Ryder after 29 weeks of employment breaks the chain of causation so any financial loss after this date is not attributable to unfair dismissal. It is possible for a claimant to be awarded loss continuing after leaving an unsuitable job taken after an unfair dismissal. However, given the length of time the claimant worked for Sue Ryder before resigning, we are not persuaded that the new employment was unsuitable and that loss after resignation from that new employment is attributable to the unfair dismissal.

65. If there was a loss of earnings and pension up to the date the claimant left Sue Ryder, 5 October 2020, we would have included this in the compensatory award. For the reasons which follow, we conclude that there was no loss of earnings and pensions in this period.

66. There were considerable barriers to the claimant returning to work for the respondent, leaving aside the matters which constituted the breach for constructive unfair dismissal. This included, in particular, the difficulty the claimant would have in working with people who she had learnt, through reading her colleagues' witness statements, found her very difficult to work with. The claimant refused mediation when offered. We conclude she would not have returned to work whilst still receiving any sick pay i.e. another two months after her effective date of termination, but conclude she would not have left in that time.

67. By the end of her sick pay period, we conclude the claimant would have either resigned (in circumstances where not constructively dismissed) to go to other employment, or would have been dismissed fairly for capability under the Attendance Management process. The claimant had reached an advanced stage in the Attendance Management process when she resigned. Without evidence that there

was a real prospect of the claimant returning to work in the near future, we conclude the respondent would have dismissed the claimant fairly for capability under the Attendance Management process, if she had not already resigned, by the end of the sick pay period.

68. We award loss of earnings and employer's pension contributions for 2 weeks from the effective date of termination. We conclude there is no financial loss after 2 weeks because the claimant was working with Sue Ryder, earning more than she would have been receiving as half sick pay and the value of her pension benefits with the respondent during that period.

69. Loss of earnings in that two week period is 2 x £445.23 = £890.46. We add to this, 2 weeks' employers' pension contributions at the rate of 20.6% of basic pay i.e. 20.6% of (2 x £745.48) = £307.14. We also add £813.92 for the early termination charge on the car (with which the respondent did not take issue). We consider that £500 is an appropriate award for loss of statutory rights.

70. The total compensatory award, before any ACAS uplift, is, therefore,

£890.46
£307.14
£813.92
£500.00
£2511.52

71. We conclude that there was a breach of the ACAS Code of Practice on Discipline and Grievance in that the respondent did not carry out all necessary investigations. We refer in particular to paragraphs 248 and 262 of our judgment on liability which set out the flaws we found in the investigation. The carrying out of a proper investigation is not only contained in the introduction to the Code but also in paragraph 5, which provides that it is important to carry out "necessary investigations" of potential disciplinary matters without unreasonable delay to establish the facts of the case. The respondent did comply in other respects with the Code so we consider a 10% uplift on the compensatory award to be appropriate. This adds £251.15 to the compensatory award. The compensatory award, including uplift, is £2762.67.

72. The total award for unfair dismissal is as follows:

Basic award	£3,937.50
Compensatory award (including uplift)	£2,762.67
Total	**£6,700.17**

73. Since the claimant made no claim for state benefits, recoupment does not apply.

Personal injury

74. The claimant has the burden of proof to prove injury and causation. We have had no medical evidence to assist us. The letter from Dr Nicholson does not provide any evidence which assists us on these points. We conclude this is not a case where we

can decide on injury and causation without medical evidence. The claimant's own evidence has not satisfied us that she has suffered psychiatric injury and, if injury was suffered, that it was because of the protected disclosure detriments we found occurred. She has not provided evidence which satisfies us that the recurrence of epileptic seizures was due to the protected disclosure detriments we found occurred. We, therefore, make no award for personal injury suffered because of protected disclosure detriments.

Injury to feelings

75. We have accepted the evidence of the claimant as to how she was feeling at relevant times. We can only award compensation for injury to feelings caused by the acts of protected disclosure detriment which we found to have occurred i.e. the outcome of the grievance and the grievance appeal. It is clear that the claimant suffered injury to feelings caused by many things which were not these complaints in addition to these detriments. The claimant was suffering from hurt feelings before the outcome of the grievance. We conclude that the grievance and appeal outcome exacerbated these hurt feelings. Other later matters which were not the grievance and appeal outcome had a severe impact on the claimant's feelings. In particular, reading the statements of her colleagues had a devastating impact on her and that is not an injury for which we can award compensation. It is very difficult to separate the feelings caused by the outcome of the grievance and the grievance appeal and other matters. Doing the best we can on the evidence before us, we consider that the injury attributable to the outcome of the grievance and grievance appeal should be placed in the lower **Vento** band and that £5000 is an appropriate amount.

76. For the reasons we gave when considering the ACAS uplift in relation to the compensatory award for unfair dismissal, we consider a 10% increase in compensation for injury to feelings to be appropriate because of failure to comply with a requirement of the ACAS Code of Practice on Discipline and Grievance.

77. The compensation for the complaints of protected disclosure detriment is £5500, including the ACAS uplift.

Employment Judge Slater
Date: 1 September 2022

RESERVED JUDGMENT & REASONS
SENT TO THE PARTIES ON
2 SEPTEMBER 2022

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990
ARTICLE 12

Case number: **2401930/2020**

Name of case: **Ms J Archibald** v **North Cumbria Integrated Care NHS Foundation Trust**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 2 September 2022

the calculation day in this case is: 3 September 2022

the stipulated rate of interest is: **8% per annum**.

Mr S Artingstall
For the Employment Tribunal Office

GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note: www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

   If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.

3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.

4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.

5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.

6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.

7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.

8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.

9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.