EMPLOYMENT TRIBUNALS

Claimant: Mrs Nura Aabe

Respondents: Happy Care Limited (1)
Mr Axmed Carab (2)
Mr Ahmed Ibrahim (3)

Heard at: Bristol (discussion in chambers) **On:** 15 February 2023

Before: Employment Judge C H O'Rourke
Mrs D England
Dr J Miller

RESERVED REMEDY JUDGMENT

The Respondents are, on a joint and several basis, ordered to pay the Claimant the sum of £73,474.70, by way of remedy and as set out in the schedule attached.

REASONS

Background and Issues

1. By a reserved judgment dated 14 December 2022, the Tribunal found that:

   1.1 The First Respondent:

   a. Automatically unfairly dismissed the Claimant and subjected her to detriment on the grounds of her having made protected disclosures;

   b. Directly discriminated against her on grounds of sex and religion;

c. Sexually harassed her;

d. Breached her contract of employment by failing to pay her pay in lieu of notice;

e. Made unlawful deductions from her wages;

f. Failed to provide her with a statement of terms and conditions of employment compliant with s.1 of the Employment Rights Act 1996; and

g. Breached the ACAS Code of Practice on disciplinary and grievance procedures.

2.1 The Second and Third Respondents (R2 & 3):

a. Subjected the Claimant to detriment on the grounds of her having made a protected disclosure; and

b. Directly discriminated against her on grounds of sex and religion.

c. Sexually harassed her.

2. At a hearing on 20 January 2023, we heard evidence from the Claimant and from the Third Respondent and both written and oral submissions from respective counsel. Due to time constraints, we reserved judgment.

The Law

3. We were referred to (or referred ourselves) to the following authorities:

a. As to the ACAS uplift, in **Slade and anor v Biggs and ors [2022] IRLR 216, EAT** the EAT cautioned that while 'wholly disproportionate sums' must be scaled down, those who pay large sums should not inevitably be given the benefit of a non-statutory ceiling which has no application to smaller claims. Nor should there be reference to past cases, in order to identify some numerical threshold beyond which the percentage has to be further modified. That would cramp the broad discretion given to the tribunal, undesirably complicate assessment of what is 'just and equitable', and introduce a new element of capping into the statute that Parliament had not suggested.

b. The purpose of an award for injury to feelings is to compensate the claimant rather than to punish the wrongdoer (**Corus Hotels plc v Woodward and anor EAT 0536/05**).

c. The case of **Vento v Chief Constable of West Yorkshire Police (No.2) [2003] ICR 318, CA**, set out guidance as follows as to three 'bands' for awards for injury to feelings:

- a top band of between £27,000-45,000 (at 2020 rates): to be applied only in the most serious cases, such as where there has been a lengthy campaign of discriminatory harassment.

- a middle band of between £9,000-27,000: for serious cases that do not merit an award in the highest band, and

- a lower band of between £900-9,000: appropriate for less serious cases, such as where the act of discrimination is an isolated or one-off occurrence.

d. As to aggravated damages Mr Justice Underhill, then President of the EAT, in **Commissioner of Police of the Metropolis v Shaw [2012] ICR 464, EAT**, identified three broad categories of case:

- where the manner in which the wrong was committed was particularly upsetting. This is what the Court of Appeal in Alexander meant when referring to acts done in a 'high-handed, malicious, insulting or oppressive manner'

- where there was a discriminatory motive — i.e. the conduct was evidently based on prejudice or animosity, or was spiteful, vindictive or intended to wound. Where such motive is evident, the discrimination will be likely to cause more distress than the same acts would cause if done inadvertently; for example, through ignorance or insensitivity. However, this will only be the case if the claimant was aware of the motive in question — an unknown motive could not cause aggravation of the injury to feelings, and

- where subsequent conduct adds to the injury — for example, where the employer conducts tribunal proceedings in an unnecessarily offensive manner, or 'rubs salt in the wound' by plainly showing that it does not take the claimant's complaint of discrimination seriously.

The Evidence

4. Amount of a week's pay**.** Considerable evidence was heard as to the proper calculation of the Claimant's average weekly pay while employed by the First Respondent. Apart from actual receipts shown in her bank account no documentary evidence whatsoever was provided to indicate her contractual entitlement in this respect. As to what the correct level should be, the parties gave the following evidence:

    a. The Claimant states that on being recruited to Happy Care she '*was promised a full salary as Registered Manager from the point the business became profitable'*, which she said was not honoured by R2 & 3. She had previously been employed by a company called Hemilo Resourcing Ltd, in which R2 was a director and that both Respondents assured her that she would be earning the same as with that Company. She stated that she would not have left that position, otherwise. She considers that based on her previous earnings, for a 25-hour week and now working a 40-hour week, she should have been paid a weekly wage of £904.60.

    b. R3, in his evidence, said that neither of them promised the Claimant either a full Registered Manager's salary, or a full-time position, due to the small size of Happy Care and its limited funding capacity. He said that the Claimant was paid for the limited hours that she worked. When asked about various payments from Happy Care, as shown in the Claimant's bank statements, described as 'hagbad', he said that these were payments made, via the Claimant, to the Claimant's sister, who administered the 'hagbad' system, for members of the Somali community (although he also said, when challenged why if that was the case the payments were not made direct to the sister, that the Claimant herself also administered scheme). This system is a form of micro-financing/saving, where individuals pay regular set sums into a central fund, and at fixed periods take turns to draw from that fund, so each individual 'saver' gets a return. R3 said that these payments were nothing to do with the Claimant's salary.

5. Loss of Earnings. The evidence in respect of this issue was as follows:

    a. The Claimant limited the period of her loss of earnings from her EDT (4 August 2020) to April 2022. She said that following her dismissal, she and a former co-director of Happy Care, Mr Hersi, attempted to operate another care company, they had previously incorporated, but it was not profitable, and she received no income from it. She said that following his death in April 2021, it became dormant. She looked for other work, but was unsuccessful, so set

up another care company, from which she did not start to receive an income until April 2022. She provided evidence as to income from other sources, such as consultancy work, to set off against her loss of earnings.

b. R3 gave no evidence on this issue. The Claimant was challenged as to why she had not provided tax returns for the year 21/22 and she said that she '*had done as she was advised'*.

6. Expenses. The parties gave the following evidence:

a. The Claimant claims a total of £1848.99, giving credit for a £1000 payment she did receive from R1. She states that she was obliged to pay £999 for a course required to become a registered manager; £1499 for the purchase of a computer and £350 for decorating her office, for which she was told she would be reimbursed. She agreed that there was nothing in writing to confirm agreement as being reimbursed for the course, but that at the time there wasn't the money to pay for it and therefore she did, trusting the Respondents to reimburse her. She accepted, in evidence that she still retains the computer, but states that the agreement was that all directors could purchase a computer, to be paid for by R1, but which was to remain their property.

b. R3 said that the Claimant embarked on the course on her own volition, without agreeing its cost in advance and before she started work for R1 [39 - June 2018]. In respect of the computer, he said that R1 agreed that directors could spend £450 purchasing one and that the Apple Mac computer she had purchased, at over three times that allowance was not necessary for her role. He said that the £1000 R1 did pay her was for the redecoration and £450 towards her computer purchase.

7. Injury to Feelings. The evidence on this issue was as follows:

a. The Claimant said that losing her job and '*being punished for raising concerns has left a lasting impact on me'*. As evidenced, she said, by the items in her office being smashed, she feared violence. When she made her report to the police, at the time, she said that she had '*felt stressed, anxious and depressed throughout this entire time'* [98]. As found by the Tribunal, the Respondents had sexually harassed her on several occasions and belittled her position in R1. This behaviour demeaned her and made her, as a woman in the Somali community, feel ashamed, when she had nothing to be ashamed of. As she said in the contemporaneous police report, she '*felt ashamed and that it was my fault if I spoke*

up as a woman against these men, knowing the level of cultural stigma that would be held against me …'. She added that '*even my religion was used against me'*. All of this treatment led to stress and sleepless nights. She attended therapy sessions on 27 August and 2 September 2020, to assist her attempts at coping [94-96]. She was asked about whether she had visited her GP and said that she had but agreed that she had not provided any medical notes of such visits. She found re-living these experiences in the Tribunal hearing upsetting and she has arranged further counselling [97]. The Respondents' behaviour has made her '*fearful'* of working with men, limiting her employment prospects. In cross-examination, she denied that she was exaggerating the extent of the injury to her feelings, as her correspondence with the Respondents at the time had been friendly and gave no indication of any problems and said that that '*was the situation I was in'*, without '*many choices'* and her manner of address was merely professional and respectful.

b. In respect of her claim for aggravated damages, she referred to the following alleged behaviour of the Respondents:

    i. That R2 & 3's behaviour in the proceedings and as a result of her bringing the proceedings had also caused her significant stress. She said that they had tried on several occasions to intimidate her, even bringing members of the Somali community to the Hearing for that purpose, on the basis that in the Community, it being a small one, reputation is important. She said that she had been told by others that R2 & 3 had spread word in the Community that she was a 'traitor', for going to the police and that they had spread lies about her having consensual sex with them. She said that many people would assume such lies to be the truth. She was challenged, in cross-examination that in fact the true account was that it was she who had been spreading rumours, including that R2 & 3 had raped her, attempting to blacken their names, but resulting in her embarrassment. She denied any such behaviour stating that as a woman in that Community, it would be particularly shaming to make such statements.

    ii. She said that this affected every part of her life, including family life and also her ability to make a success of work.

c. In respect of this issue, generally, R3 said that it was the Claimant who had been spreading rumours in the Community, not he or R2. He found these to be '*absolutely disgusting'* and upsetting and shocking, particularly as he is a husband and father and this is why

he had invited community members to attend the Hearing, so they could hear the truth. This was not done in an attempt to intimidate her and he did not understand why it should be considered such, if she was telling the truth. '*It is only embarrassing or humiliating to her if what is said at tribunal contradicts what she had told the community.*' He pointed out that she had provided no corroborative evidence of her account of the spreading of rumours and that when she went to the police, they did not pursue her complaints as a criminal matter, but instead told her it was an employment issue.

Submissions

8. Ms Chan made the following submissions, which we summarise as follows:

    a. She emphasised that awards are compensatory, not punitive.

    b. The nature of the written communications between the parties, with the use of warm and respectful forms of address and praise, some a week after the events of sexual harassment, indicate that the injury to the Claimant's feelings cannot have been at a high level.

    c. No medical evidence has been provided from the Claimant's GP; she was or is not on medication and the therapy record is not weighty evidence.

    d. Ms Chan referred to a range of case reports on such awards, indicating, applying the findings in this case that an award at the higher end of the 'lower band' of **Vento** (£7-8000) would be appropriate. The effect on the Claimant was relatively minor and she continued working for R1 and with R2 & 3.

    e. There should be no award of aggravated damages and she referred in that respect to the case of **HM Land Registry v McGlue EAT/0435/11**, in which the EAT held that there was no sufficient basis for an award of aggravated damages in circumstances where the tribunal had relied on substantially the same feature of the case in deciding on the amount of the injury to feelings award.

    f. In respect of loss of earnings, the Tribunal was asked to be forensic in assessing that claim. There must be some proof. The Claimant has not provided full information as to mitigation and has miscalculated the figure in the schedule of loss (but corrected by Ms Gyane subsequently). R3's evidence as to many payments to the Claimant's bank account being for 'hagbad', not her salary,

should be accepted (albeit, she accepted that he had not raised such matters in his witness statement). It makes no sense to refer to 'hagbad' in the bank statements, if they were, in fact, salary payments and such references were not challenged by the Claimant at the time.

g. No promises were made in respect of a future 'full' registered manager's salary and her claims in this respect reflect on her credibility. If such promises had been made, then there would have been some documentary reference to them. The Claimant was paid for the work she did.

h. An award for failure to provide terms and conditions of employment compliant with s.1 ERA, should be limited to two weeks' pay, as the Claimant was not pursuing such a document and was acting as if self-employed.

i. In respect of an award for injury to feelings, there is a considerable amount of overlap between the discrimination and detriment claims and double counting should be avoided.

j. Her claimed non-payment of expenses does not meet the definition of 'wages' for an unlawful deduction claim (s.27(2) ERA) and therefore the Tribunal does not have jurisdiction.

k. There should be no uplift for breach of the ACAS Code, as no breaches have been identified. The Respondents acted in good faith.

9. Ms Gyane made the following submissions, which we summarise as follows:

a. She listed the acts of sexual harassment: the assertion by the Rs of their 'dominance' over the Claimant from May onwards; the phone calls of 4 and 6 June; R2's behaviour on 6 June; R3's behaviour on 25 and 26 June and 8 July.

b. There are discrete findings of direct sex discrimination in respect of access to R1's bank account and of direct religious discrimination in respect of the holding of the disciplinary hearing.

c. From 10 July onwards, the injury to the Claimant's feelings stems from acts of protected disclosure detriment. There is, therefore, no risk of 'double counting'.

d. Importantly, in respect of the level of award for injury to feelings, there have been multiple forms of discrimination, in addition to protected disclosure detriment. The cases referred to by Ms Chan deal with only one form of discrimination and therefore are not comparable. The events of discrimination/detriment are not isolated, but prolonged. Such factors must place the award in the top end of the 'middle band', at £25,000.

e. The Claimant was dismissed on 4 August and by 27 August was in therapy, strengthening the 'middle band' argument.

f. The argument that the tone of the Claimant's emails being polite and cordial belied the extent of the injury to her feelings is not enough. She was merely being professional.

g. In respect of an award of aggravated damages, the Respondents were motivated by revenge against the Claimant and thus concocted the spurious and malicious lie about her being homophobic. Such behaviour meets the test in **McGlue**, by being '*high-handed and insulting'*. In addition, R2 & 3 made allegations within the small Somali community that would inevitably strike against her, as a woman. She referred to such allegations and her concerns about people in the community in her contemporaneous statement to the police [99]. It is therefore proportionate to make such an award.

h. The claim for loss of earnings is limited to April 2022 and the error in calculation of earnings in mitigation has been corrected. As to average monthly pay, the Tribunal has got the Respondents' measure as to the lateness with which they produce evidence. R3's evidence, for the first time now in cross-examination, on 'hagbad' is inconsistent, with him saying that he and R2 were members, but received their shares in '*cash'* and therefore are unable to evidence such payments. They have been unable to provide any documentary evidence that they were 'hagbad' scheme members.

i. The Claimant's evidence was, in contrast, clear throughout and she has provided evidence from her bank account as to regular payments from May 2020, onwards. For the last three months, she averaged a gross weekly payment of £387.53.

Conclusions

10. We reach the following conclusions:

a. Amount of a Week's Pay. We find that the Claimant's average net weekly pay was £310, for the following reasons:

    i. The only corroborative documentary evidence are the amounts set out in the Claimant's bank statements.

    ii. We accept that those payments were salary, despite some being labelled as 'hagbad', as R3's evidence on this point was belated and unclear as to his and R2's involvement in the scheme and as to who (either the Claimant or her sister) administered it. In the end, the money went to her bank account, to choose how to expend as she wished.

    iii. While there may well have been promises as to enhanced future salary, there was no corroborative evidence of such and certainly nothing sufficient to render such promises contractually binding.

    iv. It was clear that the Claimant had left a better-paid role, for employment with R1, perhaps with the prospect of enhanced future earnings and greater responsibility and status, but we consider it highly unlikely that she would have agreed to do so for less than the weekly payment we have found to be due to her.

b. Period of Loss of Earnings. We find that it is reasonable for the Claimant to seek loss of earnings from her EDT to April 2022, for the following reasons:

    i. Based on her previous experience of working for the Respondents it was reasonable for her to attempt to set up in business on her own, or with Mr Hersi, to be her 'own boss'. The nature of such enterprise is always going to be uncertain and so it proved in her case, exacerbated by Mr Hersi' death.

    ii. We accept her evidence that the Respondents' discrimination towards her will have discouraged her from working with men, thus limiting her options generally.

    iii. Following the failure of the initial business, she relatively promptly set up again, on her own, after which point, within reasonable time, she fully mitigated her loss, in addition to some prior mitigation in the period claimed for, from alternative sources.

c. Expenses. We agree with Ms Chan's submissions that such expenses are not 'wages'. While employers are under an implied duty to indemnify or reimburse employees in respect of costs and expenses necessarily incurred by them in carrying out their work — **Adamson v Jarvis [1837] 130 ER 693, Court of Common Pleas**, and **Re Famatina Development Corporation Ltd [1914] 2 Ch 271, CA**, any failure to do so would require a claim to be brought for breach of contract, which was not the case here. In any event, we consider that as the Claimant has retained her expensive computer and been paid £1000 towards such expenses, she has sustained no actual loss.

d. Injury to Feelings. We find that the appropriate level for this award is in the middle of the 'middle band' of **Vento**, at £18,000, for the following reasons:

    i. It is clearly not a 'lower band' case, due to the multiplicity of types of discrimination and the time period involved.

    ii. The 'middle band' is therefore the appropriate one. Placing it within that wide band cannot be a precise art, but the factors that we consider as relevant are as follows:

        1. As stated, the multiplicity of forms of discrimination and detriment and the time period of approximately 3/4 months over which they run. There is no 'double counting, with the acts of discrimination (both sexual and religious) and detriment being discrete ones.

        2. We had no reason to doubt the Claimant's evidence in respect of the injury to her feelings and the contemporaneous police statement supports her account. It seems unlikely that she would have gone to the police, in the first case, if she did not believe the allegations she subsequently made and the effect of those events upon her. While the police took no action that does not undermine the truth of her account, but simply indicates that the police considered the allegations (and probably the evidence to support them) as insufficient for criminal investigation. We don't consider that the tone of some of her correspondence with the Respondents at the time belied her claim now to injured feelings. As found in our liability judgement [para. 15.j.]]. '*The Claimant's response on this point, however (which we accept) was that she was simply being polite in*

written correspondence and would always seek to behave professionally in such circumstances.'

3. There was evidence of her seeking counselling following her dismissal.

4. Taking judicial notice, we accept that the disclosure of such allegations in a tightly-bound, generally religiously-conservative community will inevitably result in feelings of shame (even if undeserved) for the victim.

5. We note that Tribunals are sometimes referred to the Judicial College's guidelines on awards for personal injury, in an effort to 'reality check' an award for injury to feelings against that for a physical injury. The 15th edition of that guidance indicates that awards for, say, dislocated knees or shoulders can result in awards within the same range, thus indicating that an award of £18,000, for a multiplicity of acts of discrimination, over a three/four-month time range is not untoward.

6. We note the Claimant's evidence as to the effect of the discriminatory acts on her subsequent work life, but it is the case that even while still employed, she was actively seeking to set up in business and did so, even if initially unsuccessful. She also maintained her involvement in other business activities. We see this factor as one influencing us against moving the award towards the upper end of the 'middle band'.

e. Aggravated Damages. We consider that this is a case where an award of aggravated damages, of £10,000 is appropriate. We do so for the following reasons:

   i. R2 & 3's detrimental acts of disciplining and dismissing her, were based on a lie, the concocted and malicious accusation of her being homophobic, which was made vindictively and which, in the light of her actual views on that subject, can only have been insulting and upsetting. We consider such an act to meet the requirements set out in **Shaw**.

   ii. That lie was maintained through to the conclusion of the Hearing, obliging the Claimant to have to confront and challenge it, regardless of the upset caused.

iii. R3 admitted that he had deliberately invited members of the Somali community to the Hearing. While he said that this was so the Claimant's untruths could be exposed, the much more likely explanation, bearing in mind our findings as to the true facts and our views as to his and R2's credibility, was that they were seeking, as the Claimant stated, to intimidate or at least shame her.

iv. We think it highly likely that such rumours as were spread, were spread by the Respondents, not the Claimant. There is at least oblique reference to such rumours in her police statement and R3 himself refers to the existence of rumours. Also, we note the Respondents willingness to tell lies to their service-users about the Claimant's alleged homophobia and therefore consider it entirely plausible that they would, in turn, spread malicious rumours about her in the Community. Conversely, we accept the Claimant's evidence that as a woman in a conservative Muslim environment, she will have had little or nothing to gain from spreading rumours about even unwelcome sexual overtures from R2 and 3.

v. Finally, we note R2 & 3's behaviour in the Hearing, of laughing dismissively between themselves, while the Claimant was giving evidence, until admonished by the Tribunal, thus perhaps seeking to undermine her evidence. We note also R3's dismissive and somewhat high-handed manner of dealing with cross-examination, indicating to the Claimant the lack of seriousness with which he treated her evidence. The Claimant was several times visibly upset during the Hearing, both while herself giving evidence and when listening to that of the Respondents, necessitating breaks for her to regain her composure.

vi. We consider, applying **McGlue** that these are matters distinct from our findings in respect of injury to feelings.

f. Other Elements of the Award. We deal with the remaining elements of the award, as follows:

i. Basic Award. This is not in dispute, at one week's pay.

ii. Failure to provide s.1 statement. We consider that two weeks' pay is the appropriate award in this respect, to reflect the relatively small size and the early stage of development of R1. We note also that the Claimant, despite clearly being an experienced and articulate person and a director (at least in name) was not pressing for such a document.

iii. Uplift for Breach of the ACAS Code. S.207A(2) TULRA provides that: '*If, in any proceedings to which this section applies, it appears to the employment tribunal that — (a) the claim to which the proceedings relate concerns a matter to which a relevant Code of Practice applies, (b) the employer has failed to comply with that Code in relation to that matter, and (c) the failure was unreasonable, the employment tribunal may, if it considers it just and equitable in all the circumstances to do so, increase any award it makes to the employee by no more than 25 per cent*.' We consider that in the circumstances of this case, an uplift of 25% would be just and equitable and we do so for the following reasons:

1. In **Lawless v Print Plus EAT 0333/09** Underhill P acknowledged that the relevant circumstances to be taken into account by tribunals when considering uplifts would vary from case to case but should always include the following:
   - whether the procedures were applied to some extent or were ignored altogether
   - whether the failure to comply with the procedures was deliberate or inadvertent, and
   - whether there were circumstances that mitigated the blameworthiness of the failure to comply.

   In this case, we consider that, as set out below, the procedures were completely ignored, that failure was deliberate and that there are no mitigating circumstances.

2. The ACAS Code sets out the following principles (using its numbering):

   a. (2) refers to the need for '*fairness and transparency'* in the application of disciplinary procedures.

   b. (4) It is important to deal with issues fairly.

   c. (11) Hold a meeting with the employee to discuss the problem. The Guide to the Code elaborates on this by stating: '*arrange a time for the meeting … you may also arrange*

another meeting if an employee fails to attend through circumstances outside their control …'

d. (26) Employees must be provided with the opportunity to appeal.

3. As found in our liability judgment '*R1 failed entirely to comply with the ACAS Code, by pursuing completely fabricated and notional disciplinary procedures against (the Claimant)*.'

4. Specifically, we find that to base a dismissal on a lie, fabricated by the employer itself, is the very antithesis of a 'fair and transparent' disciplinary process, resulting in an entirely sham procedure.

5. As we have found in our liability judgment, the disciplinary meeting was deliberately arranged to ensure that the Claimant was very unlikely to attend, resulting in a finding of direct religious discrimination, thus obviating the entire intent behind the purpose of such a meeting.

6. The Claimant was not offered an appeal.

7. Applying **Lawless**, those failures completely negated the entire purpose of the Code, rendering any partial application of it meaningless, they were done deliberately and indeed maliciously so and there can be no mitigation for them.

8. We consider such behaviour to be very definition of 'unreasonable' and that there can, therefore, be no option but to award the maximum uplift available to the Tribunal, of 25%.

Judgment

11. For these reasons, therefore, the Respondents are jointly and severally ordered to pay the Claimant the sum of £73,474.70, as set out in the attached schedule.

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Employment Judge O'Rourke
Dated: 17 February 2023

Reserved Judgement and Reasons sent to the parties on: 06 March 2023

For The Tribunal Office

Enclosure:

Schedule of Award

Schedule of Award

Unfair Dismissal	
Basic Award	£310.00
Compensatory Award	
Loss of Earnings from EDT to 29 April 2022 (90 weeks @ £310 p.w.)	£27,900.00
Loss of pension contributions for the same period At £30.98 p.w.	£2788.20
Sub-total	£30,688.20
Less	
Earnings in the same period	(£12,967.38)
Sub-total	£17,720.82
Increase under s.124A ERA For breach of the ACAS Code, at 25%	£4430.20
Failure to provide s.1 ERA statement	£620.00
Grand Total Unfair Dismissal Award	£23,081.02
Interest at 8% (456 days from mid-point 22 July 2020 to 20 January 2023 at daily rate of £5.05)	£2302.80
Total plus interest	£25,383.82
Amount liable for inclusion in grossing up	£25,073.82
Injury to Feelings	£18,000.00
Increase under s.124A at 25%	£4,500.00
Sub-total	£22,500.00
Interest at 8% (1000 days from 26 April 2020 to 20 January 2023 at daily rate of £4.93)	£4,930.00

Total plus interest	£27,430.00
Aggravated Damages	£10,000.00
Interest at 8% (926 days from 10 July 2020 to 20 January 2023 at daily rate of £2.19)	£2027.94
Total plus interest	£12,027.94
Total non-financial losses	£39,457.94
Total liable for inclusion in grossing up (Compensatory Award and non-financial losses)	£64,531.76
Less tax-free limit	(£30,000.00)
Total to be grossed up	£34,531.76
Grossed up at 20%	£43,164.70
Total following gross up	£73,164.70
Calculation of Total Award	
Basic Award	£310.00
Total Compensatory Award and non-financial losses, to include grossing up	£73,164.70
Grand Total	**£73,474.70**