Case Number: 3301506/2021

EMPLOYMENT TRIBUNALS

Claimant:	Monika Skotniczy
Respondent:	(1) Nav Logistics Ltd (2) Nav Van Hire Limited
Heard at:	Cambridge Employment Tribunal (by CVP)
On:	6 April 2023
Before:	Employment Judge Hutchings Mrs Carvell Ms Williams

Appearances
For the claimant: Ms Svvaiska-Pawlik, lay representative
For the respondent: Ms Iyer, counsel

RESERVED REMEDY JUDGMENT

1. The total compensation to the claimant (before deductions and grossing up for tax) is **£12.346.95,** comprised as follows:
    a. A basic award for unfair dismissal of £402.50;
    b. Loss of statutory rights £450;
    c. A compensatory award of £3,327.12; and
    d. Compensation for injury to feelings of £8,167.33.

REASONS

Introduction

1. Ms Skotniczy was employed by Nav Logistics Ltd as a compliance administrator from 15 September 2020 to 19 November 2020. Early conciliation started and ended on 23 February 2021. The claim form was presented on 26 February 2021.

2. The claim is about unfair dismissal and direct discrimination because of pregnancy. The respondent's defence is that the claimant was dismissed for gross misconduct.

3. At the liability hearing on 7 and 8 December 2022 the Tribunal upheld claims of automatic unfair dismissal and a section 18 claim under the Equality Act 2010, discrimination because of pregnancy during the protected period.

Preliminary matters

4. The claimant requested conversion of the hearing to a virtual hearing so that parties could attend remotely due to childcare issues. The respondent replied that its representatives would prefer to attend in person. Accordingly, the hearing was converted to a hybrid hearing.

5. Prior to the hearing the Tribunal received and considered written submissions from Ms Iyer on behalf of the respondents. The Tribunal notes that oral Judgment was given at the liability hearing on 8 December 2022 and neither party has requested written reasons. The written submissions contained some points which did not align with the findings of fact made by the Tribunal at the liability hearing or the reasons given for the liability Judgment. At paragraph 10 of the written submissions the respondent submits that the claimant would have been fairly dismissed in any event due to her performance and misconduct. This submission is misplaced. At the liability hearing the Tribunal made the following findings of fact [quoted from the oral judgment]:

   "There is no evidence the claimant was dismissed for performance. There is no record of any concerns with performance. There was no probation period or training. As we have found dismissal was 19 November 2020, the conversation on 30 November is not relevant to the dismissal. Therefore, conduct at that meeting cannot be a reason for this dismissal. The is no evidence of the claimant's misconduct during her period of employment. She did not receive an employment contract and was not subject to a period of probation."

6. Further it was a finding of this Tribunal that dismissal took place on 19 November 2020, and not 30 November, as recorded in the written submission of the respondent prepared for the remedy hearing.

7. The claim was brought against and defended by Nav Logistics Ltd. This was queried by the Tribunal at the liability hearing and Nav Van Hire Limited was added as second respondence. The written submission of the respondents confirm that the correct respondent is Nav Van Hire Limited and it was this company which employed the claimant.

8. The written submission refers to a redundancy situation in June 2022. There is no finding of this Tribunal at the liability hearing that the dismissal related to a redundancy situation. Indeed, redundancy in June 2022, or at any time during the claimant's employment, was not pleaded in the respondents' ET3, nor was any evidence submitted by the respondents at the liability hearing to support a redundancy situation; indeed, redundancy was not referred to at the liability hearing. The issue if a redundancy situation is raised for the first time in the respondents' written submission on remedy.

9. It was also a finding of the Tribunal at the liability hearing that the respondents did not engage in any procedure before dismissing the claimant. There was no procedure prior to dismissal. The Tribunal also found that when the claimant appealed the decision to dismiss her, the respondents told her they did not wish to have a further meeting.

10. At the liability hearing we also found that the respondents, following an express admission by Ms Sohal under oath at that hearing, did not provide the claimant with

written particulars of employment and as such had breached section 1 of the Employment Rights Act 1996.

11. A Polish interpreter was booked for the hearing at the claimant's request. An interpreter was not available on the day of the hearing due to an administration situation. The Tribunal informed the claimant that the hearing would adjourn, and an alternative date would be found when an interpreter was available. In discussion with Ms Svvaiska-Pawlik the claimant told the Tribunal that she did not want to adjourn, that she could understand English well and had requested the interpreter as a back-up only if complicated language was used at the hearing. Having heard the claimant give evidence and answer questions at the liability hearing the Tribunal was satisfied that the claimant could understand fully and accepted her request to proceed.

Evidence

12. In advance of the hearing, in addition to the respondents' written submission, the Tribunal received a hearing bundle of 101 pages prepared by the respondents. The claimant confirmed she had a copy of the bundle.

13. The claimant was represented by Ms Svvaiska-Pawlik and gave sworn evidence. The respondents were represented by Ms Iyer, who called sworn evidence from Ms Chad Sohal, a director of the respondent companies.

14. At the end of the hearing the claimant confirmed she would send details of any benefits she had received in the event the Tribunal required this information to make any recoupment adjustments to the awards made. The law on recoupment is set out below. In the event, in deliberations the Tribunal decided to make the awards under the Equality Act 2010 and as such this evidence was not necessary as the rules on recoupment do apply where the compensatory award is made under the Equality Act 2010. Accordingly this evidence was not required and not ordered in writing by the Tribunal.

Findings of fact

15. The findings of fact on liability were delivered in an oral Judgment of the Tribunal on 7 December 2022. Briefly, this Tribunal found that the claimant was automatically unfairly dismissed due to her pregnancy and that she was discriminated against by this dismissal during the protected period.

16. In its liability Judgment this Tribunal also found that there was no evidence to support the reasons given by the respondents at that hearing for the claimant's dismissal (capability and misconduct). Further, the first time the respondents did not raised a redundancy situation as the reason for the dismissal was in its written submissions for the remedy hearing. The Tribunal found that dismissal took place on 19 November 2020.

17. Ms Skotniczy was not given a contract of employment at the start of her employment or within an 8-week period as required by s 1 ERA1996. She was consistent at the hearing today with the evidence she gave at the liability hearing that all discussion about her employment were done orally. At the liability hearing Ms Sohal admitted no statement of employment particulars had been provided. We find that the claimant has not

received a statement of employment and the contract of employment presented to the Tribunal at the liability hearing had not previously been seen by the claimant.

18. The claimant earned £8.75 an hour. We find that she worked 4.5 hours a day, 5 days a week from 10am to 2pm to facilitate school hours and a half hour in the evening to complete her work.

19. In making this finding we have considered the claimant's payslips for October, November, and December 2020. She has been paid for 251.50 units for the period of her employment; the payslips record 23 hours of holiday pay, resulting in 228.5 hours, which we conclude equates 23 hour a week. Based on our findings at the liability hearing the claimant worked 15 September 2020 to 19 November 2020, a total of 10 weeks. She was 33 years old at the date of termination of her employment. We have taken the hours recorded in the claimant's payslips, less holiday pay, divided by 10 (being the 10 weeks of her employment). Therefore, we conclude for the purposes of the remedy calculation that the claimant worked 23 hours per week. This equates to a gross weekly wage of £201.25.

Past employment

20. After employment with the respondents, at the end of her maternity leave, the claimant satisfied the obligation to mitigate her losses and secured new employment with SN Logistics Limited. She left this employment in April 2021 and her child was born in May 2021. In this job she earned £1,255.68, which equates to 6 weeks work with the respondents.

21. Following her dismissal, the claimant sought counselling support. We have considered her clinical letter dated 29 April 2021. We consider that the counselling in part related to her dismissal but was also due to a difficult relationship with the father of one of her children. From the evidence to the Tribunal at the liability hearing, we consider that the nature of the dismissal, without any discussion, and the fact the claimant was newly pregnant and a single parent, significantly impacted confidence in herself and for his reason she sought counselling support. The claimant completed counselling in October 2021.

Future employment

22. The claimant's maternity leave following the birth of her second child ended mid-January 2022. She received a letter of recommendation from SN Logistics Ltd confirming that the company would be happy to re-employ her in the future. The claimant told the Tribunal that she did not return to this job as the company was in financial difficulty. However, there is no evidence before the Tribunal that this company was experiencing financial difficulty at that time. We find that the claimant could have returned to work in January 2022.

Issues to be determined by the Tribunal

23. The Tribunal must determine compensation for the claimant's losses arising from her automatic unfair dismissal and pregnancy discrimination. The Tribunal must consider a basic award and a compensatory award. The Tribunal may award compensation for unfair dismissal under the Employment Rights Act 1996 or the Equality Act 2010; the

basis of the compensatory award is within the discretion of the Tribunal, and it may decide under which of the Acts the compensatory award is made.

24. The Tribunal must decide:

Employment Particulars

24.1. When these proceedings were begun, was the respondent in breach of its duty to give the claimant a written statement of employment particulars or of a change to those particulars?

24.2. If the claim succeeds, are there exceptional circumstances that would make it unjust or inequitable to make the minimum award of two weeks' pay under section 38 of the Employment Act 2002? If not, the Tribunal must award two weeks' pay and may award four weeks' pay.

24.3. Would it be just and equitable to award four weeks' pay?

Unfair dismissal

24.4. In respect of unfair dismissal, what is the basic award?
24.5. Should any sum be awarded for loss of statutory rights?
24.6. What steps did the claimant take to replace her lost earnings?
24.7. For what period of loss should the claimant be compensated?
24.8. What other financial losses has dismissal caused the claimant?

Discrimination

24.9. What injury to feelings has the discrimination caused the claimant and how much compensation should be awarded for that?
24.10. Should there be an award of aggravated damages?
24.11. Has the discrimination caused the claimant personal injury and, if so, how much compensation should be awarded for that?
24.12. Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply?
24.13. Did the respondent or the claimant fail to comply with it?
24.14. Was the failure to comply with the ACAS Code unreasonable?
24.15. Is it just and equitable to award an uplift because of the failure to comply with the ACAS Code and, if so, by what percentage, up to 25%?
24.16. Should interest be awarded? If so, how much?
24.17. Is it necessary to gross up any part of the award if it will be subject to tax?

The law on remedy

Compensation for unfair dismissal

25. An award of compensation is the most common result in unfair dismissal cases. It is assessed under two heads; the basic award and the compensatory award (see section 118 of the Employment Rights Act 1996 ("ERA")).

26. The provisions relating to the basic award are contained in ERA sections 119 to 122 and in section 126. The award is calculated according to a formula based on age, length of service and gross weekly pay. A week's pay is subject to a statutory maximum which, at the time of the claimant's dismissal stood at £508 (see ERA section 227). As the

claimant was aged 31 when she was dismissed, the relevant rate is one week's gross pay, capped at £508, for each full year of service.

27. The provisions relating to the compensatory award are contained in ERA sections 123, 124, 124A and 126.

28. A compensatory award is intended to compensate for loss actually suffered and not to penalise the employer for its actions. Furthermore, where a loss of earnings would have been taxable in a claimant's hands, loss must be calculated net of tax and NI (see British Transport Commission v Gourley [1956] AC 185). The relevant questions are: whether the loss was occasioned or caused by the dismissal; whether it is attributable to the conduct of the employer; and whether it is just and equitable to award compensation.

29. Permissible heads of loss include: past and future loss of earnings, loss of pension and fringe benefits, expenses incurred in looking for other work, and compensation for loss of statutory rights. The award for loss of statutory rights reflects the fact that the dismissed employee will have to work for 2 years in new employment to reacquire the right not to be unfairly dismissed.; The award is generally for a conventional amount, at present somewhere in the region of £500.

30. An employee who has been unfairly dismissed must mitigate his loss by taking reasonable steps to reduce his losses to the lowest reasonable amount. This does not mean she has to take 'all possible' steps. The burden of proving a failure by a claimant to mitigate lies on the respondent.

Remedies for discrimination

31. ERA section 124 places a cap on the compensatory award for unfair dismissal which, at the date of the claimant's dismissal, was the lower of £83,682 or 52 weeks' pay.

32. Where a tribunal finds that an employer has discriminated against an employee, there are three types of remedy available (see section 124 of the Equality Act 2010 ("EQA")). The tribunal may:
    32.1. Make a declaration as to the rights of the complainant and the respondent in relation to the matters to which the proceedings relate.
    32.2. Order the respondent to pay compensation to the complainant.
    32.3. Recommend that the respondent take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the complainant.

33. The central aim of any award of compensation is to put the claimant in the position, so far as is reasonable, that she would have been in had the discrimination not occurred (Ministry of Defence v Wheeler [1998] IRLR 23 and Chagger v Abbey National plc [2010] IRLR 47). The types of financial loss that are recoverable are, in general, the same as for an unfair dismissal compensatory award and include the value of lost earnings and benefits. The same principles of mitigation apply.

34. There are a number of key differences:

    34.1. There is no statutory cap on the amount of compensation.
    34.2. The tribunal does not award simply what is considers 'just and equitable' but must assess loss under the same principles as apply to torts (see EQA s124(6) and s119(2)), though the two approaches will often lead to the same result.
    34.3. The tribunal can award compensation for non-financial losses such as injury to feelings, aggravated damages and general damages for personal injury.

34.4. The Recoupment Regulations do not apply (recoupment does not arise in this case in any event).

34.5. The tribunal has power to, and generally should award interest on past losses.

Compensation for injury to feelings

35. An award for injury to feelings is intended to compensate the claimant for the anger, distress and upset caused by the unlawful treatment she has received. It is compensatory and not punitive, but the focus is on the actual injury suffered by the claimant and not the gravity of the acts of the respondent (see Komeng v Creative Support Ltd [2019] UKEAT/0275/18).

36. It is necessary for the individual to prove the nature of the injury to feelings and its extent, though this could be at its simplest the fact that a claimant has stated he was upset by his dismissal (see Murray v Powertech (Scotland) Ltd [1992] IRLR 257 and Ministry of Defence v Cannock [1994] ICR 918). The evidence a claimant will want to produce is the material which shows the impact of the discrimination on any subjective feelings of upset, frustration, worry, anxiety, mental distress, fear, grief, anguish, humiliation, unhappiness, stress and depression. For example, this might include evidence about the impact the discrimination has had on relationships with colleagues, friends and family and any particular difficulties caused by the discrimination. Such evidence might include medical evidence, but where the injury to feelings amounts to a mental illness such as depression, the claimant might well consider seeking an award for personal injury in addition to injury to feelings.

37. Tribunals have a broad discretion about what level of award to make. The matters compensated for encompass subjective feelings of upset, frustration, worry, anxiety, mental distress, fear, grief, anguish, humiliation, unhappiness, stress and depression (see Vento v Chief Constable of West Yorkshire Police (No2) [2003] IRLR 102). The general principles that apply to assessing an appropriate injury to feelings award were set out by the EAT in Prison Service v Johnson [1997] IRLR 162, as follows:

    37.1. Injury to feelings awards are compensatory and should be just to both parties. They should compensate fully without punishing the discriminator. Feelings of indignation at the discriminator's conduct should not be allowed to inflate the award.

    37.2. Awards should not be too low, as that would diminish respect for the policy of the anti-discrimination legislation. Society has condemned discrimination and awards must ensure that it is seen to be wrong. On the other hand, awards should be restrained, as excessive awards could be seen as the way to untaxed riches.

    37.3. Awards should bear some broad general similarity to the range of awards in personal injury cases – not to any particular type of personal injury but to the whole range of such awards.

    37.4. Tribunals should take into account the value in everyday life of the sum they have in mind, by reference to purchasing power or by reference to earnings.

    37.5. Tribunals should bear in mind the need for public respect for the level of awards made.

38. The Court of Appeal in Vento v Chief Constable of West Yorkshire Police (No.2) [2003] IRLR 102 identified three broad bands of compensation for injury to feelings. There is within each band considerable flexibility, allowing tribunals to fix what is considered to be fair, reasonable and just compensation in the particular circumstances of the case. Compensation must relate to the level of injury to feelings experienced by the particular claimant.

39. Presidential Guidance states that in respect of claims presented on or after 6 April 2020, and taking account of Simmons v Castle [2012] EWCA Civ 1039, the Vento bands shall be as follows:

    39.1. Lower band: £900 – £9,000.
    39.2. Middle band: £9,000 – £27,000.
    39.3. Upper band: £27,000 – £45,000.

Interest

40. A tribunal can, and usually will award interest on awards of compensation made in discrimination claims under s124(2)(b) EQA and the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996 ("the Regulations"). Interest is limited to past loss, that is loss to the date of the Remedy Hearing. The current rate of interest is 8%.

41. Interest is awarded on injury to feelings awards from the date of the act of discrimination complained of until the date on which the tribunal calculates the compensation (see reg 6(1)(a) of the Regulations). Interest is awarded on all sums other than compensation for injury to feelings from the mid- point date (reg 6(1)(b)). The mid-point date is the date halfway through the period between the date of the discrimination complained of and the date when the tribunal calculates the award (regulation 4). Interest is calculated as simple interest accruing from day to day (Reg 3(1)).

Choice of basis for compensation

42. The tribunal has a discretion to award interest on a different basis it considers that serious injustice would otherwise be caused.

Other matters common to compensation under the ERA and EQA

43. The burden of proof: it is for a claimant to prove his loss and this will include proof of the causal link between the unlawful treatment and the loss. In many cases this will be obvious or relatively easy for a claimant to achieve.

44. As noted above, the claimant is under an obligation to take *reasonable* steps to mitigate his loss, but it is for the respondent to prove with evidence that she has failed to do so.

Choice of basis for compensation

45. It is a matter for the tribunal to decide whether to award compensation either under the ERA or EQA. It must, however, avoid double recovery.

The relevance of Codes of Practice

46. Under section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992 ("TULR(C)A") an award of compensation for unfair dismissal can be increased by up to 25% if the employer has unreasonably failed to comply with a relevant Code of Practice issued by ACAS or the Secretary of State (there is a corresponding power to reduce awards by up to 25% where an employee unreasonably failed to comply with a relevant

Code). This power to increase or reduce does not apply to a basic award for unfair dismissal (see ERA sections 118 and 124A).

Conclusions

Compensation under the ERA or EQA?

47. Apart from those awards that can only be made under the ERA, namely a basic award for unfair dismissal and compensation for loss of statutory rights, we have decided to assess the claimant's losses under the EQA. This is so that we can award interest on the compensation to which the claimant is entitled to reflect the time which has elapsed since her discriminatory dismissal. We find that this reflects the justice of the case, and our concern that at the remedy hearing the respondents sought to readdress and misrepresent certain findings of the Tribunal on liability.

Employment Particulars

48. At the liability hearing Ms Sohal admitted that the respondents were in breach of the duty to give the claimant a written statement of employment particulars. There are no exceptional circumstances that would make it unjust or inequitable to make the minimum award of two weeks' pay under section 38 of the Employment Act 2002. Further, given the respondents attempt at the remedy hearing to misrepresent this position that an unsigned statement of particulars had been provided to the claimant, despite Ms Sohal's admission at the liability hearing, the Tribunal considers just and equitable to award four weeks' pay.

49. Accordingly, the claimant is awarded **£805 (**£201.25 x 4 weeks) for failure to provide written employment particulars.

Unfair dismissal

The basic award

50. Having regard to the claimant's length of service (10 weeks) and age at dismissal (33 years) we must award 1 weeks' gross pay by way of basic award for unfair dismissal for each year of employment. As this is a claim of automatic unfair dismissal, the claimant is treated as having 2 years' service. We do not need to apply the statutory cap as the claimant's weekly wage of £201.25 was below the 2020-2021 statutory cap of £538.

51. Therefore, we make a basic award of **£402.50 (**£201.25 x 2 years).

Compensation for loss of statutory rights

52. We make an award of **£450** for loss of statutory rights.

Compensatory award

Immediate / past loss of earnings

53. Immediate (sometimes called 'past') loss of earnings is the phrase used to describe the loss of earnings up until the tribunal hearing where remedy is determined. It is to be contrasted with future loss of earnings which are those losses suffered after the hearing. The tribunal will compare the financial circumstances of the claimant, had the unlawful act not occurred, with the circumstances in which they now find themselves. Both require the

tribunal to assess uncertain scenarios: would the claimant have remained employed or would they have been dismissed in any event, if so would they have found equivalent employment or would they have suffered the same difficulties as they have experienced, or might they have been promoted and received higher pay; when did the claimant obtain equivalent remuneration, or when ought they to have done so? This tribunal has made findings as to the personal characteristics of the claimant (age and health).

54. Now we must assess the loss flowing from the dismissal, using '*common sense, experience and sense of justice'* (*Software 2000 Ltd v Andrews* [2007] IRLR 568, per Elias P).

55. Having regard to these factors, that the award must be just and equitable to both the claimant and respondent, compensate the claimant but must not be punitive to the respondent, and our findings in relation to the period we could consider the claimant could have secured new employment.

56. There are 62 weeks from the date of dismissal (19 November 2020) to the date when the Tribunal considers the claimant could have secured new employment (January 2022). During this period the claimant states in her schedule of loss that there were 9 weeks when she had no income and 11 weeks when she received a lesser amount in income, having found new employment at a lower weekly wage.

57. This is the period the Tribunal concludes that the claimant was unable to work as a result of the dismissal and pregnancy discrimination and for which period she should be compensated. 20 weeks x £201.25 totals £4,025, less money earned of £1,255.68 totals a compensatory award of £2,769.32.

Future loss of earnings

58. As we have found that it is reasonable for the claimant to have found new employment in January 2022, we do not need to make an award for future losses from the date of the remedy hearing.

Discrimination: Injury to feelings

59. We have found that the claimant lost confidence in herself, both personally and in her ability to work as a result of her dismissal. We consider the appropriate award to be broadly in the lower end of the middle Vento band, to balance the nature of the dismissal with the length of service. We award £6,000 for injury to feelings.

ACAS adjustment

60. The respondent was in significant breach of the ACAS Code regarding the dismissal. There was no process at all in the manner in which the claimant was dismissed. However, we acknowledge that the second respondent is a small employer. Balancing these factors, we consider it is just and equitable to award a 15% uplift. We consider that this applies as, based on our finding at the liability hearing, the claimant raised her grievance by way of appeal in writing by letter and that the respondent did not engage in any process. In awarding 15%, rather than the maximum available to us, we have taken account of the fact that the respondents are a small business and of the length of the claimant's employment. The uplift applies to the compensatory award and the award for injury to feelings.

61. We calculate the uplift as follows:

61.1. Past loss of earnings: £2,769.32 with a 15% uplift of £415.40 to give an uplifted past loss of earnings of £3,184.72.
61.2. Injury to feelings: £6,000 with a 15% uplift of £900 to give an uplifted injury to feelings of £6,900.

Compensation under the ERA or EQA?

62. Apart from those awards that can only be made under the ERA, namely a basic award for unfair dismissal and compensation for loss of statutory rights, we have decided to assess the claimant's losses under the EQA. This is so that we can award interest on the compensation to which the claimant is entitled to reflect the time which has elapsed since his discriminatory dismissal. We find that this reflects the justice of the case.

Interest for discrimination

63. We make the compensatory award under the provisions of the Equality Act 2010. This permits us to award interest at 8% on those heads of loss arising under the EQA. For the compensatory award interest is award from the mid-point date is the date halfway through the period between the date of the discrimination complained of and the date the tribunal calculates the award (Reg 4 IT(IADC) Regs 1996).

64. We calculate the midpoint of 19 November 2020 to 31 January 2022. In the relevant period there are 204 days, which equates to 204 days of interest as follows: £3,184.72 divided by 365 days at 8% gives a daily rate of £0.70, which totals interest of £142.40 over the period. The compensatory total award for past earnings is **£3,327.12** (£3,184.72 plus £142.40).

65. Interest is awarded on injury to feelings awards from the date of the act of discrimination complained of until the date on which the tribunal calculates the compensation (see Reg 6(1)(a) IT(IADC) Regs 1996), being the date of the remedy hearing.

66. On the award for injury to feelings, we have calculated this from the date of dismissal, 19 November 2020 until 6 April 2023. In the relevant period there are 838 days. Interest accrues from day to day and is simple rather than compound. Therefore, the calculation is: Injury to feelings award = £6,900 Discriminatory date = 19/11/2020 Calculation date = 06/04/2023 Interest rate = 8% Number of days = 838. Interest = 838 x 0.08 x 1/365 x 6,900 = £1,267.33 (£6,900 divided by 365 days at 8% gives a daily rate of £1.51). This is incurred for 838 days which totals £1,267.33 resulting in an injury to feelings award inclusive of interest of **£8,167.33**.

67. The total compensation to the claimant (before deductions and grossing up for tax) is £12.346.95, comprised as follows:

67.1. A basic award for unfair dismissal of £402.50;
67.2. Loss of statutory rights £450;
67.3. A compensatory award of £3,327.12; and
67.4. Compensation for injury to feelings of £8,167.33.

Adjustments

68. As our calculation of the claimant's losses does not exceed the tax-free threshold of £30,000 in section 401 of the Income Tax (Earnings & Pensions) Act 2003, it is not necessary to gross up the award.

69. As we have made the awards under the Equality Act 2010 The Recoupment Regulations do not apply so the Tribunal does not need to account for any benefits the claimant has

received. In any event these would not alter the amount paid in compensation by the respondents.

Employment Judge Hutchings

21 April 2023

Sent to the parties on:
17 May 2023
For the Tribunal Office:
GDJ