EMPLOYMENT TRIBUNALS

Claimant: Mr N Ali

Respondent: Pennine Care NHS Foundation Trust

Heard at: Manchester **On:** 11 July 2023

Before: Employment Judge Slater
Ms S A Humphreys
Mr P Stowe

Representation
Claimant: Ms L Kaye, counsel
Respondent: Ms I Baylis, counsel

RESERVED JUDGMENT

The respondent is ordered to pay to the claimant the sum of £16,969 as compensation, including interest, for the acts of discrimination identified in the Tribunal's judgment on liability sent to the parties on 9 February 2023.

REASONS

Issues

1. This was a remedy hearing following a reserved judgment and reasons on liability sent to the parties on 9 February 2023. The Tribunal was deciding on remedy for the two complaints of disability discrimination upheld by the Tribunal: a complaint of discrimination arising from disability in relation to the withdrawal of a job offer; and a complaint of failure to make reasonable adjustments in relation to the PCP of the respondent's employees taking calls in front of colleagues.

2. The parties' representatives had some discussions during the morning and lunch break to see if some matters could be agreed, but agreement was only reached on the amount of compensation for employer's pension contributions, which would be £1340.31 if loss was awarded up to 30 September 2022, with a proportionate reduction if the Tribunal awarded compensation for a shorter period.

3. The issues for the Tribunal to decide were, therefore:

3.1. What was the difference in net pay between what the claimant would have earned with the respondent and what he earned working at Stepping Hill hospital?

3.2. The period for which loss should be awarded. The claimant said this should be until 30 September 2022 when he left employment at Stepping Hill hospital (83 weeks). The respondent said it should be until end February 2022, a period of 13 months.

3.3. The award for expenses incurred in attending work at Stepping Hill hospital which the claimant said would not have been incurred when working for the respondent (parking and mileage), since the claimant would have walked to work.

3.4. The amount to be awarded for injury to feelings.

3.5. Whether any award should be made for aggravated damages and, if so, how much.

3.6. Whether the ACAS Code of Practice or Discipline applied when the claimant submitted a grievance and, if so, whether any uplift should be made to compensation for a failure on the part of the respondent to comply with the Code.

4. There was no dispute that interest should be calculated on any award.

Facts

5. We rely on facts found in our judgment and reasons on liability. We refer to some of the facts found in these reasons and make additional findings of fact.

6. The claimant had his job offer withdrawn on 20 January 2021. We accept the claimant's evidence as to when he would have given notice to his employer and started with the respondent. We find he would have started work with the respondent on 22 February 2021 had the offer not been withdrawn, after serving a 4 week notice period with Stockport NHS Foundation Trust.

7. The claimant left his employment at Stepping Hill hospital on 30 September 2022 for reasons unrelated to the discrimination. Although his original and revised schedule of loss claimed loss of earnings beyond this date, at this hearing, Ms Kaye informed us that the claimant no longer claimed any loss of earnings and benefits after 30 September 2022.

8. The respondent included, in the bundle, lists of vacancies within the NHS, but it was not put to the claimant in cross examination that any of these vacancies would have been suitable for him to apply for.

9. The gross and net pay rates when the claimant worked at Stepping Hill hospital were agreed. The net pay rate was arrived at after a deduction of employee

pension contributions of 5.6% and the figures are taken from the claimant's pay slips. We use these figures in our calculation of financial loss. The parties agreed the gross pay the claimant would have received with the respondent: £21,892 per annum to 31 March 2021; £22,549 per annum from 1 April 2021 to 31 March 2022; and £23,949 from 1 April 2022 to 30 September 2022. The parties did not agree the net pay the claimant would have received with the respondent, although it was not clear where the difference between them arose. It is possible that the difference relates to what the employee pension contributions would have been. If the claimant was asserting his employee contributions would have been 5.6% (which we did not find to be clear from his evidence), we find he was mistaken. The claimant did not appear to have a good understanding of the pension arrangements, having mistakenly given the figures for employee pension contributions in his witness statements as the amount of employer's contributions (which the respondent told us was much higher than the employee contributions). We find that the relevant level of employee pension contributions for the gross salary the claimant would have received with the respondent was 7.1 %, based on the information in the respondent's counter schedule of loss. This was one of the assumptions used in the respondent's calculation, using an online calculator, of what the claimant's net pay with the respondent would have been. The claimant also used an online calculator, but we were not told what assumptions were used for the claimant's calculation.

10. We accept the claimant's evidence that his confidence was seriously adversely affected by the respondent's discriminatory actions. We find that he did not have the confidence, for a significant period of time afterwards, to consider applying for another position or look to advance his career. Although he felt embarrassed telling his managers, whom he had informed that he would be leaving, that he was not going to move on after all, his managers were very understanding. The claimant felt supported in his job at Stepping Hill and was able to carry on working there. The claimant resumed his job search in or about August 2022. He was offered a job and resigned with effect from 30 September 2022, although the formalities of that new appointment had not, at that point, been completed.

11. We recorded in our decision on liability (paragraph 17) that the claimant had been attracted to the post with the respondent for a number of reasons, including that the post with the respondent would have involved him working much closer to home, enabling him to walk to work, saving fuel and parking charges. This finding was based on unchallenged evidence by the claimant at that hearing, without evidence about the specific expenses incurred. We do not consider that that finding precludes us from examining the facts about parking and mileage in detail and making findings of fact as to what expenses were incurred.

12. At this remedy hearing, the claimant claimed for mileage costs to travel by car from his home to Stepping Hill hospital and for parking costs. His schedule of loss claimed these costs for a period up to and beyond the time when he left Stepping Hill hospital. The claimant's witness statement for the liability hearing stated that he was still employed at Stepping Hill hospital. The claimant did not correct this part of his statement when he gave evidence to the Tribunal in December 2022, although he had left Stepping Hill by that time. He also claimed, in his updated schedule of loss, produced in May 2023, his mileage and parking costs for the entire period from 22 February 2021 until the date of the remedy hearing, even though this went beyond the date he left Stepping Hill hospital. He claimed these

expenses on the basis of attending the office every day. The claimant acknowledged, in his witness statement that was only provided to the respondent the day before the remedy hearing, that there had been times when he had worked from home, although he suggested that he had worked from home not more than once every three or four weeks. The claimant gave evidence that he took only occasional days of annual leave, never taking anywhere near his annual leave entitlement. He acknowledged in his statement that there had been a period when parking charges at the hospital had been suspended and that it had been an oversight in his schedule of loss to fail to reflect this. He suggested that the moratorium on parking charges at Stepping Hill hospital was not as long as the period of 1 March 2021 to 31 March 2022 stated by Victoria Kerley in her statement. He gave evidence that he had paid £20 per week for parking at Stepping Hill, paying monthly by cash. Victoria Kerley gave evidence, based on what she had been told by someone at Stepping Hill hospital, that the hospital did not take cash payments for parking during the relevant period, payment being made by deduction from salary. The claimant's payslips did not show any deduction from salary for parking.

13. In relation to parking, the claimant has not satisfied us that he did incur parking charges of £20 per week when working at Stepping Hill hospital. We prefer the evidence of Victoria Kerley that the hospital did not take payment for parking in cash, finding her evidence to be more plausible, particularly at a time during the pandemic when many businesses stopped taking cash payments. We do not accept the respondent's submission that, if he did not incur parking charges at the hospital, this meant he was not driving to work. It is possible that the claimant found somewhere to park where he did not incur any parking charges e.g. unrestricted on street parking.

14. We accept the evidence of the claimant that he drove to work. We do not, however, accept his evidence that he attended at the office every day during the relevant period, except for the occasional day of annual leave and working from home once every three or four weeks. The claimant's final payslip does not show any payment in lieu of accrued but untaken annual leave. We do not accept the suggestion made by the claimant in evidence that the amount described as "basic pay arrears" might have included a payment in lieu of annual leave. The claimant's annual leave entitlement was 33 days per year plus 8 bank holidays. We find, based on the absence of any payment in lieu of annual leave, that the claimant did take his leave allowance. He was not, therefore, attending the office and incurring mileage costs for periods when he was on leave. The claimant gave evidence that his managers organized a rota for who was to work in the office and who was to work at home, during the pandemic, and that there was a restriction on the number of people who could work in the office. We do not consider it plausible that, working in accordance with such a rota, the claimant would only have worked from home once every three or four weeks. We consider the claim that a reasonable adjustment would have been allowing full time remote working undermines the claimant's evidence at this remedy hearing that his preference was to work in the office. In the absence of specific credible evidence as to how often the claimant was working from home, we find that he worked approximately one third of the time from home during the relevant period.

15. We accept the claimant's evidence in his witness statement about the impact on his feelings of the discriminatory acts. Although the claimant did not win on all

the complaints made of discriminatory conduct, the complaints in which he succeeded relate to the essential facts of having the job offer withdrawn because of his speech impediment, which we find to be the cause of his hurt feelings.

16. The claimant has had to overcome adversity and obstacles associated with his disability in his working life. It required determination and strength of character to expose himself to new situations and the risk of embarrassment or awkwardness. The courage required to consider leaving the role at Stepping Hill, where he enjoyed considerable support and felt comfortable, made the impact of the respondent's discriminatory acts worse.

17. The claimant was very upset when told the job offer with the respondent was being withdrawn. He felt very embarrassed and concerned at the implications of the respondent's decision, having already told his managers at Stepping Hill he was going to be leaving, and then having to tell them that he would be staying. The news of his intended departure had been circulated to his team at Stepping Hill, making it awkward and embarrassing for the claimant to continue working there.

18. The claimant was particularly upset by Paul Byrne's suggestion, in the conversation with the claimant on 20 January 2021 and in the subsequent letter of 21 January 2021, that the claimant had misled the respondent by not raising issues about his speech impediment in the interview. The impediment had been apparent to Mr Byrne at the interview.

19. The respondent's failure to respond in substance to his complaint made on 28 January 2021 for the best part of 3 months increased the claimant's feelings of hurt.

20. We accept that the claimant's sleep was adversely affected to the extent that he took medication for many months after the events in question to try to help his sleep.

21. Although the claimant asserted in evidence that he could not function properly, mentally and physically, for a long time, he gave no specific evidence, other than the issue with sleeping, to support this assertion. He was not affected so badly that he could not continue to attend work at Stepping Hill hospital.

22. We do not find that any of the evidence given on behalf of the respondent at the liability hearing, or the way the proceedings were conducted, added in any significant way to the hurt feelings suffered by the claimant because of the acts of discrimination.

23. As noted at the previous hearing (paragraph 54), the respondent had not disclosed any documents relating to it Disability Confident Employer status and did not disclose its Equal Opportunities Policy until a late stage. We do not find that these failures added in any significant way to the hurt feelings suffered by the claimant because of the acts of discrimination.

24. The claimant in his original schedule of loss (prepared with legal assistance for the original hearing) claimed compensation for injury to feelings of £9,100 and made no claim for compensation for aggravated damages. The updated schedule of loss, produced in May 2023, claimed compensation for injury to feelings of

£16,000, a 10% uplift under **Simmons v Castle** and aggravated damages of £2,500.

Submissions

25. Both representatives made oral submissions.

26. The respondent's submissions, in summary, were that the claimant's evidence in relation to expenses was not credible and only a nominal amount should be awarded. The respondent relied on the table it produced for the difference in net monthly pay. The net monthly pay for the role with the respondent was calculated using an online calculator. This took into account employee pension contributions at the rate of 7.1%. Ms Baylis submitted that the ACAS Code of Practice did not apply since it applied only to employees. In relation to injury to feelings, she submitted that injury to feelings should be £8,500. The claimant had put his injury, for all the acts claimed (which included ones which did not succeed) at £9,100, with the benefit of legal advice, at the last hearing, when closer to the date of discrimination. Nothing had changed since then. Ms Baylis submitted that there were no circumstances which would justify the award of aggravated damages. In relation to mitigation, Ms Baylis submitted that it would be very unusual to award more than one year's damages, without attempts to mitigate.

27. The claimant's submissions, in summary, were that there was some inaccuracy in the respondent's calculations of net loss. The respondent had deducted employee pension contributions of 7.1% when the claimant's evidence was that his contributions would have been only 5.6%. Ms Kaye said she was instructed that the claimant's figures in his schedule of loss had been arrived at using an online calculator. Ms Kaye suggested using the figures in the claimant's schedule of loss. Alternatively, employee pension contributions could be added back in, so there was a like for like comparison. Ms Kaye reminded the Tribunal that the burden of proof lies on the respondent in relation to proving a failure to mitigate. The respondent had not put to the claimant that there were suitable roles he could have applied for but did not. The claimant's confidence was shattered by the withdrawal of the job offer. It was reasonable that the claimant went back to what he knew and took time to regrow in confidence. In relation to expenses, Ms Kaye submitted that the Tribunal should accept the claimant's evidence that, where possible, he chose to work from the office and that he did not take all his annual leave. It was unlikely free parking was maintained for as long as asserted by the respondent. Alternatively, if the claimant was not parking at the Trust, he was parking somewhere else which was probably more expensive than £20 per month. Ms Kaye submitted that the claimant was not precluded from changing his mind in relation to the amount claimed for injury to feelings. She suggested that the middle of the middle band was appropriate. She submitted that £8,500 was an amount which would diminish respect. Ms Kaye had no instructions to withdraw the claim for an ACAS uplift but said she was not able to identify a legal authority covering applicants. Ms Kaye submitted that an award should be made for aggravated damages because of the following features: the respondent's failure to deal with the grievance for 3 months; at the final liability hearing, the claimant was attacked without cause, arguing that he had misled the respondent at interview; at the remedy hearing, running the argument that the claimant failed to mitigate his loss, ignoring that the claimant had continued employment with Stepping Hill; not

making any apology to the claimant. Ms Kaye submitted that an award of £5000 for aggravated damages should be made.

Law

28. Section 124(6) of the Equality Act 2010 provides that the amount of compensation which may be awarded for a breach of the Equality Act in relation to work is "the amount which could be awarded by a county court…under section 119". Section 119 provides that the county court has power to grant any remedy which could be granted by the High Court in proceedings in tort and section 119(4) provides: "an award of damages may include compensation for injured feelings (whether or not it includes compensation on any other basis)". The aim of damages in tort is to put the claimant in the position they would have been in, had the act of discrimination not occurred. Compensation (with the possible exception of exemplary damages which may be relevant in rare cases) is to compensate for loss caused by the act of discrimination. There is no limit on compensation for discrimination.

29. As summarized by the EAT in **Cooper Contracting Ltd v Lindsey** UKEAT/0184/15, the general approach to mitigation of loss is that it is for the respondent to show that the claimant has acted unreasonably in failing to mitigate.

30. In relation to compensation for injury to feeling, we have regard to the guidelines in **Vento v Chief Constable of West Yorkshire Police (no.2)** [2003] IRLR 102*.* We note in particular the guidance that awards are compensatory and not punitive. **Vento** sets out the bands that we must consider.

31. The Presidents of the Employment Tribunals in England and Wales and Scotland issued joint guidance, which has been updated on a number of occasions. The guidance provides that, in relation to cases presented after 6 April 2021, the **Vento** bands are as follows: lower band £900- £9,100 (less serious cases); middle band £9,100 to £27,400 (cases that do not merit an award in the upper band); and upper band £27,400 to £45,600 (the most serious cases). In the most exceptional cases, the award can exceed £45,600. These figures have adjusted the original **Vento** figures for inflation and incorporate the **Simmons v Castle** uplift.

32. Aggravated damages may be awarded for discrimination. Authority allows either the making of a separate award or for any aggravating factors to be taken into account in arriving at the amount of compensation for injury to feelings. These are still compensatory in nature, reflecting the extent to which the aggravating features have increased the impact of the discriminatory act on the claimant and the injury to their feelings, rather than punitive in nature. Tribunals must beware the risk of double recovery.

33. Aggravating features may be:

33.1. Where the act is done in an exceptionally upsetting way ("high-handed, malicious, insulting or oppressive" behaviour: **Commissioner of Police of the Metropolis v Shaw** UKEAT/0125/11/ZT);

33.2. Motive;

33.3. Subsequent conduct e.g. conducting the trial in an unnecessarily oppressive manner, failing to apologise or failing to treat the complaint with the requisite seriousness.

34. Interest may be awarded on awards made in discrimination cases in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996. The interest rate for claims presented on or after 29 July 2013 is 8%. Interest on financial loss will normally run for the period from the midpoint between the act of discrimination and the calculation date. Interest on injury to feelings will normally run for the whole period from the discriminatory act until the calculation date.

Conclusions

Period of loss

35. The Tribunal concludes that the respondent has not discharged the burden of proving that the claimant failed to take reasonable steps to mitigate his loss in the period up to 30 September 2022. The claimant continued with his job at Stepping Hill, which mitigated his loss to a considerable extent. The respondent's discriminatory actions adversely affected the claimant's confidence. As we found at the liability hearing (paragraph 14), the claimant's speech impediment is worse when he is under stress and speaking in front of people he does not know well. These factors made it more difficult for the claimant to look for alternative work at a similar level to the job he would have had with the respondent. The respondent has not satisfied us that the claimant acted unreasonably by not starting his search for alternative work until August 2022. We, therefore, conclude that we should award the claimant full loss of the difference in earnings and benefits in the period 22 February 2021 (when we found he would have started work with the respondent) until 30 September 2022.

Difference in net pay

36. Unfortunately, the parties were unable to agree on the difference in net pay to use in our calculations. We were told there was broad agreement as to the gross pay the claimant would have received with the respondent and received at Stepping Hill, but the parties could not agree the net figure. The difference between them was between £20 and £30 per week throughout the relevant period.

37. The net weekly pay with Stepping Hill is taken from the claimant's payslips and is agreed or very close to agreed by the parties. This is a figure after deduction of employee pension contributions of 5.6%. The net weekly pay with the respondent is not agreed between the parties. Since we do not know the assumptions on which the claimant's online calculation is based, we are unable to identify how the difference between the parties' figures has arisen. The net weekly pay calculated by the respondent is after deduction of employee's pension contributions of 7.1%. We do not know what figure for employee pension contributions the claimant used in the calculations. We have found that the correct level for employee's contributions when with the respondent would have been 7.1%. Both parties have

agreed that the notional level of the employer's contributions is much higher and have agreed the loss for employer's pension contributions.

38. We have decided to adopt the initial approach of both representatives which was to use a net pay figure after deduction of employee pension contributions, although alternative possibilities were put forward after the judge raised the issue of how employee pension contributions should be dealt with.

39. Since we are unclear as to how the claimant arrived at the relevant net figures, being told only that this was done using an online calculator, without being told the information fed into the calculator, and the respondent's figures are better explained, using the correct level of employee pension contributions, we have decided to use the respondent's figures. We have converted the monthly figures given by the respondent to the weekly equivalents. These give a net weekly difference in the period to 31 March 2021 of £42 (based on net weekly pay with the respondent of £332 and net weekly pay at Stepping Hill of £290). In the period 1 April 2021 to 31 March 2022, the difference is £43 per week (based on net weekly pay with the respondent of £342 and £299 at Stepping Hill). In the period 1 April 2022 to 30 September 2022, the difference is £24 per week (based on net weekly pay with the respondent of £362 and £338 at Stepping Hill).

40. We set out in our calculation below, how we have arrived at the loss of earnings for the period 22 February 2021 to 30 September 2022, using these figures.

Pension loss

41. Both parties agreed that a simplified approach should be used, given the relatively short period over which loss is to be calculated. They agreed the pension loss, based on employer's pension contributions, as being £1340.31 for the period up to 30 September 2022.

Travelling and parking expenses

42. For the reasons given above, we make no award in respect of parking expenses.

43. We conclude that the claimant should be awarded mileage costs for the period 22 February 2021 to 30 September 2022 less his annual leave and bank holiday allowance during that period and then with a third reduction for times when he was working from home. In the period 22 February 2021 to 30 September 2022, the claimant would have been entitled to take 13 weeks holiday, including bank holidays, based on the annual entitlement of 33 days plus 8 bank holidays. We found that the claimant would have taken his holiday entitlement. We found that the claimant would have worked at home one third of the time.

44. We accept the figures used by the claimant in his schedule of loss for petrol costs at relevant times.

Injury to feelings

45. We have accepted that the discriminatory acts caused the claimant considerable distress. However, this was not to the extent that it affected his ability

to work. Apart from an impact on his sleep, the claimant gave no specific examples of any adverse effects on any other part of his life. Given our findings, we consider that the figure the claimant attributed to injury to feelings in his initial schedule of loss, of £9,100, which is at the bottom of the middle **Vento** band or top of the lower band, to be an appropriate award. This figure, taken from Presidential Guidance, includes the **Simmons v Castle** uplift.

46. In arriving at our award, we have taken account of the exacerbation of the injury caused by the respondent's allegations that the claimant misled them in the interview process and the failure to address his complaint for around 3 months. The award of £9,100 includes this exacerbation of the injury that would otherwise have been suffered.

Aggravated damages

47. We have included in our award for injury to feelings the exacerbation of hurt feelings caused by the respondent's allegations that the claimant misled them in the interview process and the failure to address his complaint for around 3 months. We do not consider there are any other features of the case which would merit an award of aggravated damages. We note that the original schedule of loss, drawn up with the benefit of legal assistance, did not include an award for aggravated damages.

48. We do not consider that there is anything in the conduct of the Tribunal proceedings before or after the original schedule of loss was drawn up which would merit an award of aggravated damages.

Uplift for failure to comply with a relevant ACAS Code of Practice

49. We conclude that the ACAS Code of Practice on Discipline and Grievance did not apply. This is stated to apply to employees. We do not consider it applies to applicants for employment. There can, therefore, be no award under this heading.

Interest

50. We consider there is no reason to calculate interest other than in accordance with normal principles. This means that interest, at 8%, runs on compensation for financial loss from the mid-point between the act of discrimination (20 January 2021) and the calculation date (11 July 2023) and on compensation for injury to feelings for the full period from the date of the act of discrimination until the calculation date.

51. The period beginning 20 January 2021 and ending 11 July 2023 is 903 days. The period from the midpoint between these dates to 11 July 2023 is 452 days (rounding up to a full day).

The Calculation

Loss of earnings

22 February 2021 – 31 March 2021

(5.6 weeks) @ £42 p.w. =	235.20	
1 April 2021 – 31 March 2022		
(52 weeks) @ £43 p.w. =	2236.00	
1 April 2022 – 30 September 2022		
(26.2 weeks) @ £24 p.w.=	628.00	
Total loss of earnings		**£3100.00**
Pension loss (agreed)		**£1340.31**

Fuel costs

Fuel costs from claimant's schedule of loss

March 2021	84.84	
April 2021	85.43	
May 2021	86.63	
June 2021	88.27	
July 2021	89.76	
Aug 2021	91.40	
Sept 2021	91.25	
Oct 2021	95.57	
Nov 2021	99.45	
Dec 2021	98.85	
Jan 2022	98.56	
Feb 2022	100.20	
March 2022	111.08	
April 2022	109.74	
May 2022	112.87	
June 2022	127.78	
July 2022	127.33	
Aug 2022	116.75	
Sept 2022	111.38	
Total fuel costs for 19 months (approx. 82 weeks) before holidays and WFH reduction	1927.14	
Deduct 13 weeks' expenses for holidays 13/82 x 1297 =	305.50	
(rounded up)	1622.00	
Deduct 1/3 for WFH 1622/3 =	541.00	
Total fuel costs		**£1081**
Total financial loss		**£5,521**
Injury to feelings		**£9,100**

Interest on financial loss

452/365 x 8/100 x 5521 = **£547**

Interest on injury to feelings

903/365 x 8/100 x 9100 = **£1801**

Grand total **£16,969**

Employment Judge Slater
Date: 17 July 2023

RESERVED JUDGMENT & REASONS SENT TO THE PARTIES ON
24 July 2023

FOR EMPLOYMENT TRIBUNALS

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: **2407336/2021**

Name of case: **Mr N Ali** v **Pennine 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: 24 July 2023

the calculation day in this case is: 25 July 2023

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.