



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4105478/2023

Held in Edinburgh on 14-16 May 2024

Employment Judge Sangster
Tribunal Member Watt
Tribunal Member Lithgow

Mrs R Kral

Claimant
Represented by
Mr W McParland
Solicitor

Nuffield Health

Respondent
Represented by
Mr P Bownes

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The unanimous judgment of the Tribunal is that:

- The claimant's complaint of unfair dismissal succeeds. The respondent is ordered to pay the claimant the sum of **£8,463.43** by way of compensation.
- The Employment Protection (Recoupment of Benefits) Regulations 1996 apply to this award. The prescribed element is **£5,482.29** and relates to the period from 31 May 2023 to 21 June 2024. The monetary award exceeds the prescribed element by **£2,981.14**.
- The claimant's complaint of indirect race discrimination succeeds. The respondent is ordered to pay the claimant the sum of **£11,500**, plus interest of **£1,025.86**, by way of compensation for injury to feelings.

- The claimant's complaints of wrongful dismissal and unauthorised deductions from wages are dismissed following withdrawal.

REASONS

Introduction

- 5 1. The claimant presented complaints of unfair dismissal, wrongful dismissal, indirect race discrimination, and unauthorised deductions from wages.
2. The respondent resisted each of the complaints.
3. A joint bundle of documents, extending to 183 pages, was lodged, as well as an updated schedule of loss.
- 10 4. The claimant was assisted by Mr Zaborniak, a Polish interpreter, at the final hearing. She gave evidence on her own behalf and called her daughter, Magdalena Kral (**MK**) to give evidence also.
5. The respondent led evidence from:
- 15 a. Justin Du-Plessis (**JDP**), Head of Clinic Services for the respondent; and
b. Julie Brechin (**JB**), Patient Administrator for the respondent.
6. The other individuals referenced in this judgment are as follows:
- 20 a. Sandra Booth (**SB**), Head of Non-Clinical Services for the respondent;
and
b. Erin McAndrew (**EM**), Operations Manager for the respondent.

25 **Issues to be determined**

7. The complaints brought were discussed at the outset of the hearing. The parties had prepared an agreed list of issues. The claimant's representative indicated that the complaints of wrongful dismissal and unauthorised deductions from wages were no longer insisted upon. The issues to be
- 30 determined by the Tribunal were stated to be as follows:

Unfair Dismissal

- 5
- a. Did the claimant resign?
 - b. If not, was the claimant dismissed by the respondent?
 - c. Was the dismissal of the claimant by the respondent for a potentially fair reason?
 - d. Did the respondent act reasonably in all the circumstances (including the size and administrative resources of the respondent undertaking), having regard to equity and the substantial merits of the case in dismissing the claimant?
 - 10 e. Was the dismissal procedurally unfair?

Indirect Race Discrimination

- 15
- f. Did the respondent have a provision, criterion or practice (PCP) of accepting verbal resignations?
 - g. Did the respondent apply (or would the respondent have applied) the PCP to persons with whom the claimant does not share the protected characteristic of race?
 - h. Did the PCP put, or would it put, people with the same race as the claimant at one or more particular disadvantage when compared to others who do not share that protected characteristic?
 - 20 i. Did the PCP put the claimant at that/those disadvantage(s) at any relevant time?
 - j. It was noted that the respondent did not seek to assert that any PCP shown was a proportionate means of achieving a legitimate aim.

Remedy

- 25
- k. What compensation, if any, should the respondent be ordered to pay the claimant?

Findings in Fact

8. This Judgment does not seek to address every point about which the parties have disagreed. It only deals with the points which are relevant to the issues which the Tribunal must consider in order to decide if the claim succeeds or fails. If a particular point is not mentioned, it does not mean that it has been overlooked, it simply means that it is not relevant to the issues to be determined. The relevant facts, which the Tribunal found to be admitted or proven, are set out below.
9. The respondent is a large healthcare charity with hospitals, fitness clubs and healthcare clinics across the UK.
10. The claimant was employed by the respondent, as a Housekeeper at their Edinburgh Clinic. Her employment commenced on 1 May 2019. She worked 30 hours per week. Her contract of employment with the respondent stated that *'After successful completion of the probationary period referred to in clause 4.1, the prior written notice required from you to terminate your employment shall be 4 weeks'*.
11. Notwithstanding the terms of the claimant's contract of employment, it is the respondent's practice to accept verbal resignations.
12. The claimant is married and has two daughters. Her husband is self-employed. At the start of 2023, he was not working often, as he had some health issues. At that time the claimant's daughter was at University and the claimant was supporting her financially in relation to her accommodation and living expenses. She also, around that time, took out a loan, via the respondent, to cover the cost of a car.
13. The claimant is Polish and her second language is English. Whilst she has a basic grasp of English, she relies heavily on her daughters, on a day to day basis, to assist her with translation from English to Polish and vice versa. In the workplace the respondent arranged for translators to assist the claimant and a number of her colleagues whose first language was not English: initially via colleagues and latterly via a third party translation service. These arrangements were put in place for all meetings in the workplace.

14. In her role with the respondent, the claimant initially reported to JDP. Latterly she reported to SB & EM. She did not have a good working relationship with either SB or EM.
15. As a result of the difficult working relationships, at the start of 2023, the claimant started to look for alternative employment. On 20 March 2023, she applied for one role, as a Domestic Assistant with the NHS. She secured an interview for that position and attended that interview on 12 April 2023.
16. On 14 April 2023, the claimant was cleaning JDP's office, in the course of her duties. He was present and she asked to have a private discussion with him. He agreed. She stated that she had been looking for another job and had recently attended an interview for a role with the NHS. She asked if he would provide a reference for her, if she was successful. He agreed to do so. JDP asked if she had discussed this with SB. The claimant stated that she had not. She stated that she was about to go on holiday and expected to hear whether she had been successful by the time she returned, and would speak to SB then. She stated that she was aware she needed to give 4 weeks' written notice. JDP stated that *'we will be sorry to lose you'* and wished the claimant good luck as she was leaving his office. The discussion lasted 3-4 minutes. The claimant did not resign during that discussion.
17. JDP's last statement to the claimant was overheard by JB, who was in the vicinity of JDP's office as the claimant was leaving. The claimant then spoke to JB saying that she had told JDP that she was looking for another job. JB was aware of this from previous discussions with the claimant. At the time of her discussion with JB the claimant was pleased that she had secured agreement from JDP that he would provide a reference for her, if required.
18. Following his discussion with the claimant, JDP informed EM, in SB's absence on holiday, that the claimant was looking for alternative work.
19. The claimant was on holiday from 12 noon on 21 April 2023 for two weeks.. During the claimant's holiday:

- a. She was informed by MK, who also worked for the respondent, that SB was retiring and would be leaving the respondent's business mid-May 2023;
 - b. She received confirmation that she had been unsuccessful in her application for the role of Domestic Assistant with the NHS;
 - c. Her salary with the respondent increased from £18,170.88 to £18,897.72; and
 - d. The claimant decided that she would not continue looking for another role and would continue working with the respondent.
20. While the claimant was absent on holiday, on 26 April 2023, JB asked MK when her mum was leaving. MK indicated that her mum was no longer intending to leave.
21. The claimant returned to work following her holiday on 8 May 2023. As she was cleaning the entrance of the respondent's premises, JDP arrived for the day. She told him that she had decided not to leave after all. He stated that he was pleased to hear that, and gave her a hug.
22. Later that day, JDP informed EM that the claimant no longer intended to leave.
23. The claimant was absent from work on 9 & 10 May 2023, as she was unwell. She returned to work on 11 May 2023 and attended a return to work meeting with SB that day, to discuss her absence and fill in the appropriate forms. At the end of the meeting, as the claimant stood up to leave, SB handed her a letter and told the claimant that it was confirmation that the respondent was accepting the claimant's verbal resignation, which she had given to JDP on 14 April 2023. The letter, to the claimant from SB, was dated 11 May 2023. It stated *'I write further to your conversation with [JDP] on 14th April 2023 at which you gave your verbal resignation from Nuffield Health. At this meeting you confirmed that you wish to resign at the end of May. I write to confirm my acceptance of your verbal resignation and that your last date of employment*

with Nuffield Health is 31 May 2023...' The letter went on to address the claimant's contractual entitlements and the termination arrangements.

24. The claimant became upset on being handed the letter, stating to SB that she had not resigned. The claimant then left and went to speak to her daughter, who was working on reception. The claimant was crying and very upset when she found her. The claimant stated that the respondent was trying to fire her and terminate her contract, based on something JDP had said. She asked her daughter to go with her to find JDP, so that her daughter could translate the discussion. They both went to JDP's office and asked to speak to him. He was on a call at the time, and indicated... that he would come and find them when it finished.
25. Around 5-10 minutes later, JDP went to the portacabin, where the claimant was waiting. The claimant, via her daughter who was interpreting, asked him what he had stated to SB and why he had stated that she had resigned. She stated that was not what they had discussed - she had simply asked JDP to provide a reference, if she got the role she applied for. She was extremely upset throughout the discussion. JDP stated that he felt it best to discuss the matter with SB present. He stated he would arrange this with SB. He left to do so, and the claimant's daughter returned to work.
26. JDP returned around 10 minutes later. The claimant then went with JDP to SB's office. SB and EM were present, as well as another colleague, who was present at the claimant's request. The claimant was informed that the respondent had arranged for a third party translator, who was on speakerphone, and that EM would take minutes of the meeting. SB stated that the claimant had given verbal notice of her resignation to JDP on 14 April 2023, which could not be rescinded. The claimant denied that she had resigned.
27. 12 May 2023 was SB's last day of employment with the respondent. She retired that day. EM took over her duties thereafter.
28. Following the meeting, the claimant's daughter assisted her in drafting an email to the respondent. This was sent on 14 May 2023. It stated *'I write*

regarding the incident that took place on Thursday 11th May. I'm unsure how this confusion has arisen but my former manager was under the impression that I had handed in my resignation...which is not the case. I don't understand how such a massive miscommunication could have occurred, but I had not handed in any form of resignation or confirmed such. Additionally, clause 25.2 of my contract requires me to hand in written notice 4 weeks before termination of employment. This was never done and I was unaware that management held the belief that I was resigning. This e-mail is categorical confirmation that I am not leaving my job and I have not resigned.'

5
10 29. The respondent replied to the claimant's e-mail on 15 May 2023. They maintained that the claimant had resigned, stated that the respondent would not agree to the withdrawal of that resignation, as her hours had now been allocated elsewhere, and that her last day of employment would be 31 May 2023.

15 30. The claimant requested the minutes of the meeting held on 11 May 2023, which were taken by EM. The claimant was not provided a copy of the minutes. On 15 May 2023, EM replied to the claimant's email stating that '*The meeting which took place on 11/05/2023 was not a formal meeting and I therefore have no formal minutes to share. Any notes taken were for personal reference.*'

20
31. The claimant raised a grievance on 23 May 2023 in relation to the situation. She asserted that the situation arose because her solicitors had, on 5 May 2023, intimated a claim for personal injury to the respondent, in relation to an accident at work the claimant had had, which involved SB. She stated that her dismissal was vengeance for that. The claimant's grievance was not upheld.

32. The claimant's employment terminated on 31 May 2023.

33. At the time the claimant's employment terminated, her salary was £18,897.72. She also received overtime regularly. Her average gross remuneration in the 3 months prior to the termination of her employment was £373.29 (net £332.26). She was a member of the respondent's pension

30

scheme with the employer contributions being an average of £14.63 per week.

34. The claimant was devastated to have lost her job. She was distressed and lacked confidence for a number of months. She was extremely worried she would not be able to secure alternative employment and was concerned about how to meet financial commitments.

35. The claimant secured alternative employment with the NHS, which commenced on 25 September 2023. Her salary is higher than that with the respondent (£23,362) and the pension scheme more favourable. In the period from 1 June to 24 September 2023, she received Jobseeker's Allowance.

Observations on Evidence

36. There was a clear dispute in the case as to what the claimant said to JDP in the meeting on 14 April 2023. The Tribunal preferred the evidence of the claimant in relation to this, and found that the claimant did not resign during that discussion, for the following reasons:

a. As at 14 April 2023, the claimant had merely attended an interview. She had not been offered the role (and in fact was never offered the role). The Tribunal accepted that she would not have resigned without being offered an alternative role: she was not, financially, in a position to do so – her husband was only able to undertake limited self-employed work at the time, due to his health, she was supporting her daughter financially and had recently taken out a loan.

b. JDP accepted that the claimant stated that she wanted the conversation she had with him on 14 April 2023 to be private and confidential. This accorded with her evidence that she was simply informing him that she was looking for another job and asking if he would provide a reference. If she was giving formal notice to terminate her employment, that would not have been a private and confidential discussion.

- c. JDP accepted that the claimant was asking him to provide a reference. Any job offer, even if it had been made, would clearly be conditional upon that reference.
- d. JDP accepted that the claimant stated that she intended to speak to SB on her return from holiday. That accorded with her evidence that she expected to hear about the role by the time she returned from holiday and would speak to SB then, to resign. Had she been resigning on 14 April 2023, the Tribunal concluded that she would have provided formal notice to SB at that stage.
- e. JDP stated repeatedly in his evidence that, whilst he had previously had line management for the claimant, he no longer did. He stated that he wished to ensure that everything went through appropriate line management channels, rather than him being involved. He stated that this was the reason he informed EM of his discussions with the claimant on 14 April and 8 May 2023, and why he felt it was necessary to include SB in the discussion on 11 May 2023. This appeared to the Tribunal to be entirely at odds with JDP's evidence that the claimant told him she was resigning and he then went on to engage in a detailed discussion with the claimant regarding her resignation and the implications of this, including the date she intended to leave and her holiday entitlement on termination.
- f. In response to Tribunal questions regarding why JB was the only other individual asked by the respondent's HR team to provide a statement regarding the claimant's purported resignation, JB stated that she spoke to EM shortly after 14 April 2023, stating to EM that she understood she may require to find a new Housekeeper. She stated in her evidence that EM was surprised that JB knew this and that EM stated the claimant had not spoken to her or SB about that. If the claimant had formally resigned, EM would not have been surprised, as that information would not have been confidential.
- g. The respondent did not provide a letter to the claimant, accepting her resignation, until 11 May 2023, 4 weeks after the date on which they say

5 she resigned. There appeared, to the Tribunal, to be no credible explanation for the delay. Whilst the respondent stated that this was due to the fact that the claimant and SB were not on site at the same time from 14 April 2023 until 11 May 2023, that does not explain why EM, who was on site and who was about to take over SB's role, could not provide the letter at an earlier stage. The respondent has an internal HR team who EM could have consulted to obtain advice from, if necessary. Alternatively, SB could have prepared the letter and asked the HR Team or EM to provide it to the claimant, or it could simply have been sent to the claimant.

10 h. The claimant, and her daughter who provided corroborating evidence, gave clear and detailed evidence, which accorded with the contemporaneous documentation. JDP had limited recall of detail. Witnesses such as EM, who may have been able to provide corroborating evidence as to what JDP stated to her immediately after his discussion with the claimant on 14 April 2023 and what was stated at the meeting on 11 May 2023, were not called. The Tribunal was not provided with any explanation as to why. Given that EM was not called as a witness, the Tribunal were not provided with any explanation as to why the claimant was not provided with the minutes which EM took of the meeting held on 11 May 2023, or why these were not made available to the Tribunal.

Claimant's submissions

37. In summary, the claimant submitted that:

- a. The evidence of the claimant and her witness should be preferred
- 25 b. The evidence demonstrates that the claimant did not resign on 14 April 2023, but was dismissed by the respondent on 11 May 2023.
- c. The claimant was placed at a substantial disadvantage, as a result of her race,
- d. A mid-Vento band award is justified in the circumstances.

Respondent's submissions

38. In summary, the respondent submitted that:
- a. The claimant resigned on 14 April 2023. There was no misunderstanding. The complaints should accordingly be dismissed.
 - 5 b. If the Tribunal find that the claimant did not resign and was dismissed, that dismissal was for some other substantial reason, namely the claimant's intention to resign. Reliance was placed on *Ely v YKK Fasteners (UK) Ltd* 1994 ICR 164.
 - 10 c. JDP accepted in his evidence that the respondent accepted resignations orally. The claimant was not placed at a substantial disadvantage however, as she resigned. There was no misunderstanding. In any event, there is no evidence of group disadvantage.

Relevant Law*Indirect Discrimination*

- 15 39. Section 19 of the Equality Act 2010 (**EqA**) states:
- (1) 'A person (A) discriminates against another (B) if A applies to B a provision, criterion or practice ('PCP') which is discriminatory in relation to a relevant protected characteristic of B's.
- (2) For the purposes of subsection (1), a provision, criterion or practice is discriminatory in relation to a relevant protected characteristic of B's if—
- 20 a. A applies, or would apply, it to persons with whom B does not share the characteristic,
 - b. it puts, or would put, persons with whom B shares the characteristic at a particular disadvantage when compared with persons with whom B does not share it,
 - 25 c. it puts, or would put, B at that disadvantage, and
 - d. A cannot show it to be a proportionate means of achieving a legitimate aim.'

40. S23 EqA states:

'On a comparison of cases for the purposes of section...19 there must be no material difference between the circumstances relating to each case.'

41. Lady Hale in the Supreme Court gave the following guidance in **R (On the application of E) v Governing Body of JFS** [2010] IRLR 136:

'Indirect discrimination looks beyond formal equality towards a more substantive equality of results: criteria which appear neutral on their face may have a disproportionately adverse impact upon people of a particular colour, race, nationality or ethnic or national origins.'

42. In the case of **Essop v Home Office; Naeem v Secretary of State for Justice** [2017] IRLR 558 SC, at [25] Lady Hale stated:

'Indirect discrimination assumes equality of treatment – the PCP is applied indiscriminately to all – but aims to achieve a level playing field, where people sharing a particular protected characteristic are not subjected to requirements which many of them cannot meet but which cannot be shown to be justified. The prohibition of indirect discrimination thus aims to achieve equality of results in the absence of such justification. It is dealing with hidden barriers which are not easy to anticipate or to spot.'

43. The Equality and Human Rights Commission Code of Practice on Employment (the **EHRC Code**) at paragraph 4.5 states as follows:

'The first stage in establishing indirect discrimination is to identify the relevant provision, criterion or practice. The phrase 'provision, criterion or practice' is not defined by the Act but it should be construed widely so as to include, for example, any formal or informal policies, rules, practices, arrangements, criteria, conditions, prerequisites, qualifications or provisions. A provision, criterion or practice may also include decisions to do something in the future - such as a policy or criterion that has not yet been applied - as well as a 'one-off' or discretionary decision.'

44. 'Particular disadvantage' essentially means something more than minor or trivial. That was determined in ***R. (on the application of Taylor) v Secretary of State for Justice*** [2015] EWHC 3245 (Admin) where the following comments were made:

5

'The term 'substantial' is defined in section 212(1) to mean 'more than minor or trivial'. I do not perceive any significant difference between the phrase 'substantial disadvantage' and the phrase 'particular disadvantage' used in section 19 of the Act.'

10 45. Paragraph 4.17 and 4.18 of the EHRC Code state

'The people used in the comparative exercise are usually referred to as the 'pool for comparison'. In general, the pool should consist of the group which the provision, criterion or practice affects (or would affect) either positively or negatively, while excluding workers who are not affected by it, either positively or negatively. In most situations, there is likely to be only one appropriate pool, but there may be circumstances where there is more than one. If this is the case, the Employment Tribunal will decide which of the pools to consider.'

15

Unfair Dismissal

20 46. S94 ERA provides that an employee has the right not to be unfairly dismissed.

47. It is for the respondent to show the reason (or principal reason if more than one) for the dismissal (s98(1)(a) ERA). 'Some other substantial reason' is one of the permissible reasons for a fair dismissal (section 98(1)(b) (section 98(1)(b) ERA).

25

48. If satisfied of the reason for dismissal, it is then for the Tribunal to determine, the burden of proof at this point being neutral, whether in all the circumstances, having regard to the size and administrative resources of the employer, and in accordance with equity and the substantial merits of the case, the employer acted reasonably or unreasonably in treating the reason as a sufficient reason to dismiss the employee (s98(4) ERA). In applying s98(4) ERA the Tribunal must not substitute its own view for the matter for that of the employer, but must

30

apply an objective test of whether dismissal was, in the circumstances, within the range of reasonable responses open to a reasonable employer (*Iceland Frozen Foods Limited* [1982] IRLR 439).

Discussion & Decision

5

Unfair Dismissal

49. The Tribunal first considered whether the claimant resigned, or whether she was dismissed by the respondent. The Tribunal's finding in fact was that the claimant did not resign during the discussion with JDP on 14 April 2023. The principal basis for that conclusion is set out in paragraph 36 above. The Tribunal accordingly concluded that the claimant was, instead, dismissed by the respondent on 11 May 2023.

50. It is for the respondent to demonstrate a potentially fair reason for dismissal. In their ET3, the respondent did not assert that the claimant was dismissed or state any potentially fair reason for dismissal. They simply stated that the claimant had resigned. In submissions however the respondent asserted that the claimant had been fairly dismissed for some other substantial reason. In response to questions from the Tribunal as to whether they could in fact make such an assertion, in the absence of any pleadings to that effect, the respondent's representative relied upon the case of *Abernethy v Mott, Hay and Anderson* 1974 ICR 323, CA. That case states that the reason for dismissal is the '*set of facts known to the employer, or it may be of beliefs held by him, which cause him to dismiss the employee*'.

25

51. Having considered matters, the Tribunal reached the following conclusions:

a. In the absence of pleadings to that effect, it was not open to the respondent to argue that they fairly dismissed the claimant, for SOSR or any other reason (*Mr Gary Lewis v Dow Silicones UK Ltd* [2024] EAT 51).

30

5 b. Even if the Tribunal is wrong on that, SB dismissed the claimant. The respondent did not however lead any evidence from SB as to the set of facts known to her, or the beliefs held by her, which caused her to dismiss the claimant. They have not, therefore, demonstrated a potentially fair reason for dismissal.

10 c. Even if the Tribunal had not reached that conclusion, the Tribunal would have found that the respondent did not act reasonably in treating some other substantial reason as a sufficient reason for dismissal. Any belief they had that the claimant had resigned was mistaken. They did not take appropriate steps to clarify the position with the claimant - either by asking her to provide written notice, as required by her contract, or timeously acknowledging her purported resignation. Either of these steps would have triggered the response from the claimant which was ultimately
15 displayed on 11 May 2023 and would have demonstrated, at a much earlier stage, that the respondent's belief was erroneous and the claimant had not resigned. On becoming aware that there was a fundamental misunderstanding, the respondent took no steps to remedy the situation, but merely insisted that the claimant had resigned and that her
20 employment would therefore terminate. No reasonable employer would have acted in this manner.

52. The Tribunal accordingly concluded that the claimant was unfairly dismissed.

25 *Indirect Discrimination*

53. The Tribunal concluded that the respondent did have a practice of accepting oral resignations. JDP stated this in his evidence. This practice applied to all of the respondent's employees.

30

54. The Tribunal accepted that this practice puts, or would put, those of Polish nationality and/or those who do not have English as a first language at a particular disadvantage, in comparison with those whose first language is English. Resignation is a significant step. It requires a level of communication

which is full and comprehensive. Where someone does not have English as their first language, there is a significant risk of misunderstandings, with potentially serious consequences. That risk is not present with those who have English as their first language.

5

55. The Tribunal accepted that the PCP put the claimant at that particular disadvantage: her oral communication to JDP on 14 April 2023 was misinterpreted as being a resignation.

10 56. The respondent did not assert that the PCP, if established, was a proportionate means of achieving a legitimate aim.

57. The claimant's complaint of indirect discrimination accordingly succeeds.

Remedy – unfair dismissal

15 *Basic Award*

58. Given the claimant's age (53), service (4 years) and weekly gross wage (£373.29) the basic award is **£2,239.74**.

Compensatory Award

20 59. The claimant secured alternative employment commencing on 25 September 2023, on a higher salary and with a more favourable pension scheme. Her losses accordingly ceased at that point. The period from 1 June to 25 September 2023 is 16.5 weeks. The Tribunal calculated the compensatory award as follows:

	Loss of earnings – 16.5 weeks at £332.26	£5,482.29
25	Loss of pension – 16.5 weeks at £14.63	£ 241.40
	Loss of statutory rights	<u>£ 500.00</u>
	Total Compensatory Award	<u>£6,223.69</u>

Remedy – Indirect discrimination*Injury to Feelings*

5 60. The claimant and MK gave oral evidence in relation to injury to feelings. The Tribunal's findings in relation to this are set out above, particularly at paragraphs 24 and 34.

10 61. In the circumstances, the Tribunal was satisfied that an award at the lower of the middle Vento band was appropriate, namely **£11,500**. Interest of **£1,025.86**, from 11 May 2023 to date (407 days @ 8%) is also payable.

15

Employment Judge:	Sangster
Date of Judgment:	07 June 2024
Entered in register:	24 June 2024
and copied to parties	24/06/2024

20