EMPLOYMENT TRIBUNALS

Claimant: Mr James Murphy

Respondent: Wren Kitchens Limited (1)
Mr Alan Read (2)

Heard at: Cambridge Employment Tribunal (by CVP)

On: 16 December 2024 (hearing)
27 February 2025 (deliberation)

Before: Employment Judge Hutchings
Ms L. Davies
Ms E. Deem

Representation:
Claimant: in person and Mr Terrent, lay representative
Respondent: Mr Willoughby, counsel

REMEDY JUDGMENT

1. The respondents shall pay the claimant the sum of **£14,397.01** calculated as follows:

    a. Compensation for past financial losses: **£7,311.85;**
    b. Interest on compensation for past financial losses calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996: **£576.94;**
    c. Compensation for injury to feelings: **£4,000**;
    d. Interest on compensation for injury to feelings calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996: **£630.36**;
    e. Uplifted 15% for failure to follow the Acas Code.

REASONS

Introduction

1. By a liability judgment dated 20 November 2025, sent to the parties on 26 November 2024, the Tribunal upheld the claimant's complaint of victimisation.

2. At the judgment hearing Mr Willoughby requested written reasons on behalf of the respondent. Written reasons dated 9 December 2024 were sent to the parties on 10 December 2024.

Hearing process and evidence

3. The remedy hearing was listed for 1 day. We considered an agreed hearing file of 598 pages which the parties introduced in evidence.

4. The claimant represented himself, with support from Mr Terrent, a lay representative, and gave sworn evidence. The respondents were represented by Mr Willoughby of counsel, who called sworn evidence from Rebecca Frati, the respondent's head of HR.

Findings of fact

<u>Employment with the respondent</u>

5. The claimant's employment ended on 11 March 2023, 5 weeks into an 8 week performance review period we found was set by Mr Miller at the ROC meeting. He claims loss of salary from 18 March 2023, having received pay for 1 weeks' notice as required by the terms of the claimant's contract of employment.

6. The respondent says the claimant would have been dismissed at the end of the 8 week review period set by Mr Miller, relying on the evidence of Ms Frati and her analysis of statistics about the claimant's performance recorded in the ROC and ERM meeting notes. Ms Frati accepted that she did not have direct experience of selling kitchens, did not know the claimant, had not met him and had not visited the respondent's Peterborough showroom. The basis of the respondent's suggestion that it would have dismissed the claimant is that at 5 weeks he still fell short of the required sales target of 2 kitchens per week. Ms Frati told us that there were no previous ROCs with the claimant; therefore, we find this ROC was the first time performance concerns were raised directly in person with the claimant.

7. In his liability judgment the Tribunal found that between the ROC and ERM meeting the claimant had improved his performance by reference to some of the performance statistics and was on an upward trajectory. It may be that he would have continued to improve over the remaining 3 weeks, selling the required 2 kitchens a week; by the ERM the claimant was only 1 kitchen behind target. It may be that he would not. We find that the respondent's suggestion that the claimant would have been dismissed in any event is based on one, "hand-

picked" statistic out of several performance statistics presented to the claimant and the evidence of someone who did not manage the claimant and had not met him. We find that the respondent's suggestion that the claimant would have been dismissed is speculation. The respondent has not presented the Tribunal with any evidence that the claimant would not have continued to improve over the remaining 3 weeks, nor that remaining at his grade and failing to meet the kitchen selling target would automatically and necessarily result in his dismissal.

8. For these reasons, we find that it does not follow that the claimant would have been dismissed for performance 8 weeks after his ROC.

New employment

9. We have seen the claimant's contract of employment with his new employer; it confirms that he started employment on 25 April 2023. The claimant told us he was offered a new job 3 weeks and a day after his dismissal. From the claimant's evidence we find that 90% of applications he submitted were for kitchen designer or related jobs.

10. We find that the claimant started a new job within 5 weeks of his dismissal, proactively applying for new roles from the moment he was dismissed. The respondents have the burden to prove that the claimant has failed to satisfy the duty he has to mitigate his loss.

11. The claimant's salary for his new job is less than his salary when employed by the first respondent. The respondents say that the claimant could and should have secured a job with a kitchen company of commensurate or more salary than the respondent was paying him (notwithstanding the respondents case has been that the claimant's performance was poor). The respondents base this suggestion on adverts for alternative positions the respondents have submitted in evidence. However, the respondents have failed to take account of the fact that while the claimant's basic salary is lower than his job with the respondent, the job had potential for bonus payments in time, which came to fruition. Indeed, the respondents rely on these bonus payments in their calculation of the claimant's salary with his new employer.

12. We find the evidence presented by the respondents problematic. First the table listing the renumeration for alternative positions is misleading. When the Tribunal sought clarification of the figures listed in the renumeration column, it transpired that the figures were not basic salary; several of the positions included a discretionary bonus element, as is common in sales jobs.

13. The respondent did not identify which figures were basic salary. When the Tribunal sought further explanation, Mr Willoughby suggested that the Tribunal could work the bonus element from the detail in the adverts.

14. It is for the respondent to present its evidence; not for the Tribunal to go searching in adverts to identify for which jobs the renumeration listed in the table prepared by the respondent were basic salary. Further, several of the adverts postdate the date at which the claimant secured new employment. This point

was not addressed by Mr Willoughby. For these reasons we find the respondents' evidence on alternative roles problematic and misleading. In introducing these adverts in evidence, it seems the respondent is suggesting that it was reasonable for the claimant to have waited until a job with commensurate salary was available. We find that on the respondents' own case (that there were problems with the claimant's performance) this suggestion simply does not make sense. Had it been the case that there were actual concerns with performance that led to dismissal, the position of the respondent would surely have been that the claimant should have taken any job and indeed would have had to have taken a lesser paid job given the performance concerns. We find the respondents' position at the remedy hearing (that the claimant could have secured a comparable or better paid job) at odds with its position at the liability hearing (that there were real issues with the claimant's performance). For these reasons the respondents' suggestion that the claimant should and would have secured one of these roles in a kitchen company does not align with its own view, which it continued to pursue at the remedy hearing, that the claimant's performance as a kitchen designer was poor.

15. The claimant says he his dismissal came at a time he was applying for a mortgage. This was not disputed by the respondents. In this context and the fact the claimant started his search for new employment immediately, despite the circumstances of his dismissal, we find that the claimant acted reasonably in accepting the job and has discharged his obligation to mitigate his loss.

Calculation of pay with respondent

16. The claimant has relied on a 6 month period from August 2022 to February 2023 (being the last month he was paid an full month's salary) to calculate his average monthly salary as £2628.97 net. The Tribunal has checked this calculation by reference to the figures in the payslips and summary table submitted by the claimant in evidence. It seems he has made a calculation error. The claimant's net average monthly pay based on his income for August 2022 to February 2023 is £2696.68. We find it correct that the claimant has not included the March 2023 figure in this calculation as he only worked and was only paid for part of the month.

17. The respondents say that the claimant's average monthly wage should be calculated on the basis of an average of 12 month's salary, not 6. Applying this approach the respondents calculate the claimant's net average monthly as £2,541. Had the claimant been employed for more than 2 years we would agree. However, given the short length the claimant's employment with the first respondent, we do not consider the last 12 months of employment a reasonable period of time on which to calculate the claimant's average monthly salary as this allows for the fact that, given a proportion of his salary was commission based throughout his employment, he would be getting up to speed with the sales process in the early months of his employment.

18. Therefore, we prefer the claimant's calculation that the average monthly pay is based on the average of the most recent 6 month's full pay. We find the claimant's net average monthly pay for the purpose of calculating loss of wages

is £2696.68. Using the figure we find that had the claimant continued in his employment with the respondent he would have earned £ 33,601.40 calculated as follows (£32,360.16+£1,241,24)

18.1. 12 x £2,696.68 gives an annual net salary of £32,360.16
18.2. Which is a daily net salary of £88.66
18.3. Therefore the claimant earned £1,241.24 for the period 18 March 2023 to 31 March 2023 inclusive.

Calculation of pay in new role

19. The claimant has based his average net salary in his new job on an average of the monthly amounts he was paid for the first year (March 2023 to March 2024). For the months of January 2024, February 2024 and March 2024; that is the net amount recorded on his payslip for each month respectively based on the claimant's interpretation that the amount he earned for each month is the same as the amount he was actually paid and received into his bank account.

20. The respondents say that figure for the claimant's salary for January 2024, February 2024 and March 2024 must include the amount of commission, the claimant having told us that *"I earned my first bonus in Jan 2024 and I was paid this in April 2024"* and his table and payslips showing that he also accrued bonus in February 2024 and March 2024 and was paid this commission 2 months later (May 2024 and June 2024 respectively).

21. Based on the claimant's evidence (his explanation of the bonus system and his payslips), which we found clear and transparent, we find that the claimant fulfilled the criteria to trigger a bonus payment in January 2024, February 2024 and March 2024 and these bonus payment were paid with his salary in April 2024, May 2024 and June 2024 respectively.

22. The respondent submits that:

22.1. The commission paid in April 2024 must be added to the January 2024 salary amount;
22.2. The commission paid in May 2024 must be added to the February 2024 salary amount; and
22.3. The commission paid in June 2024 must be added to the March 2024 salary amount.

23. We agree because while the bonus payments were deferred for three months the money was earned three months earlier and therefore should be accounted for in the month it was earned not paid. Mr Willoughby suggested to the claimant he fulfilled the criteria to trigger bonus payments in January, February, and March 2024 which were paid in April, May, June 2024. The claimant accepted that his performance in January, February, and March 2024 satisfied the criteria to trigger a payment of a bonus for the work done in these three months and he received the bonus payments for this work in April, May and June 2024 respectively.

24. Based on the additional evidence requested by the Tribunal and submitted in evidence by the claimant, we find that the claimant's net basic monthly salary in his new employment for the relevant period was:

    24.1. April 2024: £1,163.04 (£3,289.08-£2,126.04);
    24.2. May 2024: £1,949.51 (£4,075.55-£2,126.04); and
    24.3. June 2024: £850.41 (£2,976.45 –1-£2,126.04).

25. Having seen the payslips for this period we find actual net income per month (rather than an averaged amount) can be used as follows: April 2023 £576.92, May £1,894.36, June £2,035.36, July £1,839.32, August £2,030.08, September £2,140.86, October £1,956.16, November £1,956.16, December £1,941.57.

26. Adding in the bonus payments accrued in January, February and March 2024 (but paid later) we find that the claimant's net salary for each of these months as: January 2024 £3,148.24, February 2024 £3,934.71 and March 2024 £2,835.81 calculated as set out below:

Month	Net salary (£)	Net commission (£) relating to month	Total net pay
January 2024	1,985.20	£1,163.04 (paid April 2024)	3,148.24
February 2024	1,985.20	£1,949.51 May 2024	3,934.71
March 2024	1,985.40	£850.41 June 2024	2835.81

27. Therefore, we find that for the Relevant Period in the claimant's new employment he earned a total of £26,289.55 net.

Impact of victimisation

28. The claimant told us that he found the loss of his job with the respondent *"devastating"* and that *"it left [him] feeling sick and anxious".* The claimant says he carries *"a lot of anxiety in [his] current role"* and that he has *"sleepless nights thinking about if [he is] performing well enough and if the smallest of mistakes may lead to [him] losing [his] job".* While claimant has not produced any medical evidence to the Tribunal to support his evidence, this evidence is not disputed by the respondent. Based on our assessment of the claimant's credibility (recorded in the liability judgment) we find that the claimant's evidence in his witness statement accurately reflects his feelings about the loss of his job with the respondent.

Issues

29. The list of issues for remedy were recorded in the case management order of Employment Judge S Warren dated 12 March 2024 (paragraph 2) and sent to parties on 16 May 2024. The issues we must decide are:

    29.1. What financial losses has the victimisation caused the claimant?
    29.2. Has the claimant taken reasonable steps to replace lost earnings, for example by looking for another job?
    29.3. If not, for what period of loss should the claimant be compensated?
    29.4. What injury to feelings has the victimisation caused the claimant and how much compensation should be awarded for that?
    29.5. Has the victimisation caused the claimant personal injury and how much compensation should be awarded for that?
    29.6. Is there a chance that the claimant's employment would have ended in any event? Should their compensation be reduced as a result?
    29.7. Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply?
    29.8. Did the respondent or the claimant unreasonably fail to comply with it?
    29.9. If so is it just and equitable to increase or decrease any award payable to the claimant?
    29.10. By what proportion, up to 25%?
    29.11. Should interest be awarded? How much?

Relevant law

30. We set out below the legal tests applicable to remedy in a successful claim of victimisation.

Injury to feelings

31. The Equality Act 2010 (the "Act") section 124 sets out the entitlement to a remedy for discrimination. Part 9 provides:

> An employment tribunal can make a declaration regarding the rights of the complainant and/or the respondent; order compensation to be paid, including damages for injury to feelings; and make an appropriate recommendation. The measure of compensation is that which applies in tort claims, for example claims of negligence, where the compensation puts the claimant in the same position, as far as possible, as he or she would have been in if the unlawful act had not taken place."

32. The concept of the injury was summarised in Vento v Chief Constable of West Yorkshire Police (No2) [2002] EWCA Civ 1871, [2003] IRLR 102, [2003] ICR 31 as: -

> An injury to feelings award encompasses subjective feelings of upset, frustration, worry, anxiety, mental distress, fear, grief, anguish, humiliation, unhappiness, stress and depression.

33. The foundation guidance for valuing injury to feelings was set out in Prison Service v Johnson 1997] IRLR 162 Per Smith J at para 27 as:

33.1. Awards for injury to feelings are compensatory. They should be just to both parties. They should compensate fully without punishing the tortfeasor. Feelings of indignation at the tortfeasor's conduct should not be allowed to inflate the award.

33.2. 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, to use Lord Bingham's phrase, be seen as the way to untaxed riches.

33.3. Awards should bear some broad general similarity to the range of awards in personal injury cases. We do not think this should be done by reference to any particular type of personal injury award; rather to the whole range of such awards.

33.4. In exercising their discretion in assessing a sum, tribunals should remind themselves of the value in everyday life of the sum they have in mind. This may be done by reference to purchasing power or by reference to earnings.

33.5. Finally, tribunals should bear in mind Lord Bingham's reference to the need for public respect for the level of awards made.

34. The Discrimination must Cause the Injury Coleman v Skyrail Oceanic Ltd [1981] IRLR 398. Compensation is to be awarded for foreseeable damage arising directly from an unlawful act of discrimination. It follows that an applicant can claim for any pecuniary loss properly attributable to an unlawful act of discrimination. Once liability is established under the Equality Act all the tribunal needs to be satisfied of is that the loss or damage claimed was caused by it. The question to ask is, “does it in fact naturally flow from the discriminatory act that has been made out?

35. It is a fundamental principle that the award should compensate the claimant’s injury and not punish the tortfeasor[1] for the manner of the discrimination. Ministry of Defence v Cannock [1994] IRLR 509. Indeed, in MOD v Cannock the EAT confirmed at paragraph 90 that: “an award for injury to feelings is not automatically to be made whenever unlawful discrimination is proved or admitted”. There must therefore be some evidence on which a finding of fact of injury can be sustained. If there is none, not only will there be no error of law in not making an award, but there *would* be an error of law if one was made without evidence.

36. At the hearing Mr Willoughby directed us to the case of Mrs J E Witt v New Quay Honey Farm Ltd and Mr S C O Cooper: 1602264/2019 submitting that while this case is not entirely analogous to the facts before us, the Tribunal

should be considered with the lower Vento band, which for claims made on or after 6 April 2023 is a band of £1,100 to £11,000. of £6k

37. We directed ourselves to the recent case of Eddie Stobart Ltd v Miss Caitlin Graham [2025] EAT 14 and the guidance of the Employment Appeal Tribunal that it is important for a Tribunal to consider the following factors:

    37.1. the Claimant's description of their injury;
    37.2. the duration of the consequences of any injury;
    37.3. the effect on past, current and future work;
    37.4. the effect on personal life or quality of life.

38. The EAT also gave the following useful guidance on the relationship between the manner of the discrimination and the likely level of injury – helpful where the Claimant's evidence in support of injury is lacking:

    38.1. that overt discrimination is more likely to cause distress and humiliation;
    38.2. that discrimination played out in front of colleagues or for others to see may well cause greater harm;
    38.3. that disciplinary threats may provide a basis for inferring more serious injury to feelings; and
    38.4. that exclusion which causes isolation can also indicate a more serious injury.

Interest

39. The Tribunal may add Interest to the award applying the Employment Tribunal (Interest on Awards in Discrimination Cases) Regulations 1996. This is within the discretion of the Tribunal (Regulation 2). The Tribunal must set out reasons for awarding, or not awarding interest, based on its findings of fact.

40. Regulation 3 sets the rate of interest to apply.

    (1) Interest shall be calculated as simple interest which accrues from day to day.

    (2) Subject to paragraph (3), the rate of interest to be applied shall be, in England and Wales, the rate fixed, for the time being, by section 17 of the Judgments Act 1838 and, in Scotland, the rate fixed, for the time being, by section 9 of the Sheriff Courts (Scotland) Extracts Act 1892

41. Where the rate of interest in paragraph (2) has varied during a period for which interest is to be calculated, the tribunal may, if it so desires in the interests of simplicity, apply such median or average of those rates as seems to it appropriate, usually 8%. Regulation 4 provides the period of interest: the day of calculation is the date judgment is determined. The start of the period is the date of the discriminatory act (the "contravention"). For injury to feelings, interest is calculated at the appropriate rate for the entirety of the period between the contravention to the calculation date.

Analysis & conclusions

42. We have considered remedy by reference to the agreed list of issues. First we must determine the amount of any financial losses the victimisation caused the claimant.

43. A claimant seeking remedy having been successful in a claim of victimisation is entitled to claim:

    43.1. Loss of wages as a result of the victimisation; and

    43.2. Injury to feelings cause by the victimisation.

44. Based on our findings, we agree with the claimant conclude that the period of loss for which the claimant should be compensated is 18 March 2023 to 31 March 2024 (the "Relevant Period").

45. In considering financial losses we must take into account whether the claimant has taken reasonable steps to replace lost earnings, for example by looking for another job. The claimant did so, and we have found that he satisfied his legal obligation to mitigate his loss by accepting new employment three weeks after his employment with the respondent ended. While his new job paid slightly less than his role with the respondent, in his personal circumstances at that time (a recent commitment to mortgage payments) and the fact the claimant had the opportunity to earn bonus payments which, we have found, made up a significant proportion of his earning, we are satisfied that the claimant has discharged his duty to mitigate his loss.

Loss of wages

46. We have found that had the claimant continued in his employment with the respondent he would have earned £33,601.40 (see calculations in findings of fact).

47. We have found that for the period 22 April 2023 to 31 March 2024 the claimant earned £26,289.55 net.

48. Therefore we conclude that the loss of wages suffered by the claimant as a result of the respondents' victimisation is £7,311.85 net (£33,601.40 less £26,289.55).

49. We must consider whether there a chance that the claimant's employment would have ended in any event. We have found that while there were some concerns with the claimant's performance, the ROC which led to his dismissal was the only ROC meeting the respondent had held with the claimant. We have also found that he was improving by reference to some of the targets set for him. Therefore we conclude that the claimant could have continued in this trajectory so at this time the respondent has not proven that, on balance, the claimant would have been dismissed in any event. Indeed, this suggestion was the

evidence of Mrs Frati who accepted she had never met the claimant nor been to the Peterborough showroom. For Mrs Frati to suggest that dismissal in any event was a likely outcome is simply not feasible.

50. Therefore, we conclude that there is not credible evidence before us that the claimant would have been dismissed in any event. No deduction is made to the compensation awarded.

Injury to feelings

51. We must consider what injury to feelings has the victimisation caused the claimant and how much compensation should be awarded for that. The claimant is seeking an award for injury to feelings of £20,000 (middle Vento band). The respondents submits that the injury evidenced falls within the lower Vento band and suggests an award of £6,000.

52. We have considered our findings on the injury suffered by the claimant by reference to the recent guidance in Eddie Stobart Ltd v Miss Caitlin Graham [2025] EAT 14. While the claimant has suffered sleepless nights as a result of the way he was treated by Mr Read and these proceedings, we conclude that given his comments about performing well in his new role this will subside now these proceedings have been concluded. The context of the discrimination (that the claimant was seeking to do right by himself and in colleagues in making a statement in the internal investigation into Mr Read's behaviour) we consider overt, not least as two of his colleagues at that time agreed with the claimant's view of what happened and gave evidence to this Tribunal.

53. We consider the case before us analogous with the Eddie Stobart case in that the only evidence before the Tribunal is the claimant's degree of upset manifested by sleepless nights and a loss of personal confidence in respect of his dismissal and treatment by Mr Read. Based in the guidance in Vento v Chief Constable of West Yorkshire Police (No.2) [2003] IRLR 102 which states that the lower band is *"appropriate for less serious cases, such as where the act of discrimination is an isolated or one-off occurrence"* we consider an award of £4,000 appropriate as while this is a one-off occurrence we have found Mr Read's behaviour and the first respondent's decision to dismiss was a result of the claimant seeking to do the right thing by his colleagues in giving a statement to support concerns about Mr Read's behaviour, many of those concerns being upheld by the respondent.

54. The claimant does not include a claim of personal injury in his schedule of loss; there is no evidence before us that he suffered a personal injury as a result of the victimisation. Therefore, no award is made for personal injury.

55. Therefore the award to the claimant before interest is:

    55.1. Loss of wages: £7,311.85;
    55.2. Injury to feelings: £4,000;

Interest

56. We consider it just and equitable to award interest as we have found the claimant was dismissed by the first respondent for giving evidence about his first-hand experience of Mr Read in a statement to support allegations made by colleagues, many of which the first respondent upheld. Interest shall be calculated as simple interest which accrues from day to day at a rate of 8%

57. Regulation 4 of the Employment Tribunal (Interest on Awards in Discrimination Cases) Regulations 1996 provides the period of interest: the day of calculation is the date judgment is determined. The start of the period is the date of the discriminatory act (the "contravention"). For injury to feelings, interest is calculated at the appropriate rate for the entirety of the period between the contravention to the calculation date.

Interest on salary of £7,311.85

58. The midpoint between dismissal 11 March 2023 and 27 February 2025 (remedy judgment determined) 719 days divided by 2 = 360 days at 8% per annum on £7,311.85 = interest of £576.94

Interest on injuries to feelings of £4,000

59. Period of dismissal 11 March 2023 to determination of remedy judgment 27 February 2025: 719 days @ 8% on £4,000 = £630.36

60. Therefore the compensation inclusive of interest is:

    60.1. Loss of wages: £7,888.79 (£7,311.85 + interest of £576.94);
    60.2. Injury to feelings: £4,630.36 (£4,000 + interest of £630.36);
    60.3. Total compensation: £12,519.15

Uplift for failure to comply with Acas

61. We have found that the respondent had a policy which states in writing that it applied to employees with less than 2 years' service, but which it knowingly and blatantly chose not to follow, as Ms Frati admitted in her evidence to the Tribunal. Such an approach rather begs the question why have the policy in existence in the first place. The answer is that such policies are guided by the Acas Code of Practice on disciplinary and grievance procedures (the "Code").

62. The introduction to this Code states:

    1. *This Code is designed to help employers, employees and their representatives deal with disciplinary and grievance situations in the workplace.*

    - *Disciplinary situations include misconduct and/ or poor performance. If employers have a separate capability procedure they may prefer to address performance issues under this procedure. If so, however, the basic principles*

of fairness set out in this Code should still be followed, albeit that they may need to be adapted.

63. Based on the wording of the Code [*"If employers have a separate capability procedure they may prefer to address performance issues under this procedure. If so, however, the basic principles of fairness set out in this Code should still be followed, albeit that they may need to be adapted*.] we conclude that it applies to the circumstances of this claim.

64. Given the first respondent's evidence to this Tribunal that it did not follow its written policy, and mindful that the firs respondent is a large company with an HR department and administrative resources, we must conclude that the respondent unreasonably fail to comply with it the Acas Code. Had it applied it's own policy to the claimant, the cost and time to both parties in these proceedings may not have been incurred or may have been much reduced. Accordingly, we must conclude that it is just and equitable to increase the award to the claimant. We consider an uplift of 15% fair. Had the first respondent dismissed the claimant without any explanation a 25% uplift would have been awarded. However, the first respondent did offer the claimant an explanation for his dismissal (however one we have found to be incoherent and which was not accepted as the reason for the claimant's dismissal by this Tribunal).

65. £12,519.15 uplifted 15% is: £14,397.01 (12,519.15 + £1,877.87).

66. Therefore, the respondents shall pay the claimant the following sums:

    66.1. Compensation for past financial losses: £7,311.85;
    66.2. Interest on compensation for past financial losses calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996: £576.94;
    66.3. Compensation for injury to feelings: £4,000;
    66.4. Interest on compensation for injury to feelings calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996: £630.36;
    66.5. Uplifted 15% for failure to follow the Acas Code.

APPROVED BY:
Employment Judge Hutchings

DATE: 3 March 2025

REASONS SENT TO THE PARTIES ON
16 March 2025

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FOR THE TRIBUNAL OFFICE