



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr S Wu

**Respondent:** WIND Financial Information UK Limited

**Appearances**

**Claimant:** In Person

**Respondent:** Mr J Ng (Counsel)

## JUDGMENT & REASONS ON REMEDY

1. **The Tribunal makes a Total Monetary Award as follows:** £1286 (Basic Award) + £150 (Loss of Statutory Rights) + £23,437.40 (Compensatory Award) = **£24,873.40** (see Reasons below).
2. **The respondent shall pay the sum of £34,873.40 to the claimant.**

## REASONS

1. This was a Remedy Hearing to assess the compensation due to the respondent following the Tribunal's Judgment and Reasons sent to the parties on 26 March 2025 following a 2-day Hearing on 11 & 12 March 2025.

### **Respondent's Application to Postpone**

2. At 8.32am on 30 June 2025, the day of the hearing, Ms Zhuang Yuan (HR representative from the respondent's China HQ) emailed the Tribunal to say that the respondent had not been made aware of the Hearing on 30 June and requested a postponement as they had no legal representation arranged. Ms Yuan then sent another email saying that she believed that any documentation from the Tribunal may have gone to the respondent's UK lawyers. These statements are not wholly consistent as the lawyers should have notified their client of any hearing dates.
3. I asked my clerk to check the Tribunal file,. A notice of hearing (NOH) had been sent on 17 April 2025 to the claimant and to Jackson Lyon LLP (the respondent's legal representative on the Tribunal record). My clerk rang Jackson Lyon to check if they were attending the hearing and left a

voicemail. He sent an email and received a “message undeliverable” notification.

4. The claimant said that he had received the NOH and had also sent the documents for today’s hearing to the respondent (Miss Lu and Mr Zhou) and to Jackson Lyon. He opposed any postponement.
5. At the start of the hearing at 10.05 Mr J Ng appeared for the respondent. He explained (after some initial confusion) that he was Counsel representing the respondent, instructed by Duan & Duan LLP solicitors. This was the changed name of Jackson Lyon LLP effective since November 2024.
6. Mr Ng believed that the Tribunal had received notification of the change of name and the new email address, as had the claimant. I asked Mr Ng to send in the documents to support this statement. He sent a copy of an email to the claimant from Blair Bai of Duan & Duan on 24 January 2025 containing information about this change of name. The claimant then acknowledged that he was aware of the new email address for Duan & Duan.
7. I adjourned for Mr Ng to check about the notification to the Tribunal of the change of name and email address. I also asked the claimant to send his documents for today’s hearing to Mr Ng. It may be that we could still proceed with the hearing today.
8. Upon taking further instructions and investigation, Mr Ng confirmed that no such notification had been sent to the Tribunal and that Jackson Lyon remained on the Tribunal’s record. Mr Ng apologised for this omission and agreed to ensure that the change of name would be notified to the Tribunal immediately.
9. I note that the Full Hearing in this case took place on 11 & 12 March 2025 and the respondent was legally represented at that hearing, so the lawyers must have received Tribunal correspondence as at that date. It is not clear why they would not have received documentation about the Remedy Hearing.
10. The postponement application was refused.

### **Conduct of the Hearing**

11. There was a fault with the Tribunal Recording system on the Cloud Video Platform. The clerk was unable to activate a recording.
12. The claimant had sent in a Schedule of Loss/Statement of Remedy Sought together with evidence of his new job obtained in April 2025 and payslips from that new job. However, as the Judgment had applied the **Polkey** principle and compensation was “capped” at four months’ worth of salary and benefits (from February 2024), the information about his new job was not relevant to the calculations.
13. The claimant also set out the amount he had received for Jobseekers’ allowance which should be deducted, but this was for the entire period he was out of work. The reduction should apply to the period for which he

was being compensated (ie 4 months) and the claimant recalculated this accordingly. I also explained that his figure for loss of statutory rights was high and would usually reflect a lengthy employment period. This should be reduced accordingly.

14. The respondent disputed the claimant's calculations on several points, and this necessitated referring back to the original Hearing Bundle (used in March 2025) page references are to that Bundle.
15. The respondent also provided shortly before the resumption of the hearing at 12.45 a schedule showing payments made to the claimant during his employment. Initially there was some confusion as to how the schedule related to the claimant's payslips at pages 127 – 156. This discrepancy related to the difference between the payroll month (in the schedule) and the payment date as set out on the payslips. However, it appeared that the schedule was accurate.

### **Findings of Fact**

16. The respondent sought to argue that the claimant's contract of employment (and his remuneration levels) had been varied by changes to the respondent's Overseas Business Division Marketing Management Policy (pages 209 -302) which had been signed by the claimant as acknowledgement he had read and understood the policy, which contained charts showing pay levels (at page 285/6).
17. However, there was no mention of any specific variation of the claimant's individual employment contract in the Policy. I find that this was not an effective contractual variation. Mr Ng also insisted that the £1000 allowance referred to in the claimant's contract of employment (pages 109-126) was discretionary. However, Mr Ng was unable to refer to any document which recorded this fact. I find that the respondent has not shown that the allowance was discretionary.
18. As Ms Yuan joined the hearing after the lunch break, I ask her to bring to the respondent's attention that it should obtain advice on and implement the rules of UK Employment Law as part of its UK business operations. This was also observed in the Judgment and Reasons in this case, in that the respondent followed no proper procedural process in implementing the respondent's dismissal.
19. As a result, I noted that we should look at the last 6 months' of the respondent's schedule as to what the claimant received by way of payment. This also necessitated some reductions in the way in which the claimant had calculated his compensatory award. The claimant issued a revised statement mid-way through the hearing.
20. The respondent agreed the figures for pension loss, medical insurance and commission (as reflected in the respondent's schedule for the last 6 months of the claimant's employment).

## Conclusions

21. The parties eventually agreed the following figures on the award to be made to the claimant:

Basic Award: 2 years' service- age 28, multiplier of 2. Gross weekly pay at £643 (maximum) as at the dismissal date. Amount £643 x 2 = **£1286**

Loss of Statutory Rights - **£150**

Jobseekers' Allowance for 4 months - minus **£706.90**

Compensatory Award

Net basic salary plus regular (£1000) allowance paid – £ 4,360 per month – for 4 months = **£17,440**

Pension loss - £350 per month x 4 months = **£1400**

Loss of Medical insurance – for 4 months = **£200.64**

Loss of commission (taking average of the figure paid for last 6 months of employment x 4) = **£366.18**

Total Compensatory Award – 19,456.82 less jobseekers' allowance of £706.90= **£18,749.92.**

Add 25% uplift for failure to follow ACAS process - **£23, 437.40**

**Total Monetary Award:** £1286 (Basic Award) + £150 (Loss of Statutory Rights) + £23,437.40 (Compensatory Award) = **£24,873.40**

22. The claimant shall pay the respondent the sum of £24,873.40

Approved by:

**Employment Judge Henderson**

**30 June 2025**

JUDGMENT SENT TO THE PARTIES ON

3 July 2025

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FOR THE TRIBUNAL OFFICE