

RESERVED JUDGMENT



EMPLOYMENT TRIBUNALS

BETWEEN

CLAIMANT

RESPONDENTS

AB
(ANONYMITY ORDER IN
FORCE)

V

X (1)
Y (2)
(ANONYMITY ORDERS IN
FORCE)

HELD AT LONDON EAST

ON: 7 JANUARY 2025

BEFORE: EMPLOYMENT JUDGE S POVEY

REPRESENTATION:

FOR THE CLAIMANT:

MS SOUTHEY (COUNSEL)

FOR THE RESPONDENTS:

MR EBRAHIM (ASSISTED BY MR RAO)

REMEDY JUDGMENT

1. The total compensation awarded to the Claimant is £54,621.31, for which the Respondents are liable as follows.
2. The First Respondent must pay the Claimant the sum of £25,856.93, made up of:

£

2.1. Unauthorised deductions from wages	20,664.00
2.2. Unpaid holiday pay	4,252.73
2.3. Failure to provide employment particulars	<u>940.20</u>
Total	25,856.93

3. The Respondents are jointly and severally liable to pay the Claimant the sum of £28,764.38 for injury to feelings and interest, made up of:

£

3.1. Injury to feelings	25,000.00
3.2. Interest (at 8% per annum)	<u>3,764.38</u>
Total:	28,764.38

REASONS

Background

1. The Claimant was employed by the First Respondent. The Second Respondent is the director and sole shareholder of the First Respondent. The Claimant worked in the First Respondent's off licence and grocery store. The store was managed by the Second Respondent.
2. Following periods of ACAS Early Conciliation, the Claimant presented her claim to the Tribunal on 21 August 2023. She brought the following complaints:
 - 2.1. Direct sex discrimination
 - 2.2. Harassment of a sexual nature
 - 2.3. Unpaid holiday pay
 - 2.4. Unauthorised deductions from wages
 - 2.5. Failure to provide statement of employment particulars
 - 2.6. Failure to provide itemised pay statements
 - 2.7. Breach of the Working Time Regulations 1998
3. The Respondents filed a response to the claim, denying the allegations, with one exception. The First Respondent accepted that it had not paid the Claimant any holiday pay during her employment and confirmed that such payment would be made.
4. There was a case management preliminary hearing before Employment Judge Gardiner on 7 February 2024, where case management directions were made and a List of Issues agreed.
5. On 19 July 2024, the Respondents' solicitors reported to the Tribunal that they were unable to obtain instructions from their clients and ceased acting for them.
6. There was a further case management hearing on 8 August 2024 before Employment Judge Feeny. The Respondents did not attend. The Claimant's representative reported that there had been no contact from either Respondent. At that stage, the case had already been listed for final hearing but the parties had yet to exchange witness statements (as the Claimant had heard nothing further from the Respondents). As such, Employment Judge Feeny ordered that unless the Respondents confirmed in writing by 5 September 2024 that they were still pursuing their defence to the proceedings, the response would be struck out without further order.
7. Nothing was received from the Respondents. As such, their response was struck out with effect from 5 September 2024. The following judgment was made by Employment Judge Beyzade on 3 October 2024, referencing the Rules of Procedure in force at that time ('the Judgement'):

The claim was issued on 21 August 2023. The respondents' response(s) having been dismissed pursuant to an unless order dated 09 August 2024 made under Rule 38 of the Rules of Procedure, there is no valid response to the claim. The Employment Judge has decided that a determination can properly be made of the claim, or part of it, in accordance with Rule 21 of the Rules of Procedure. The claim for direct sex discrimination, harassment of a sexual nature, unpaid holiday pay, breach of the Working Time Regulations 1998, unauthorised deductions of wages, failure to provide itemised pay statements and failure to provide a statement of initial employment particulars succeeds, and the remedy to which the claimant is entitled will be determined at a Remedy Hearing.

8. On 2 December 2024, Regional Employment Judge Burgher listed the Remedy Hearing for 7 January 2025 and made directions for the same.

The Hearing

9. In accordance with those directions, the Claimant provided a bundle of documents ('the Bundle') and a witness statement (in both Bulgarian and English).
10. The Second Respondent attended the Remedy Hearing, supported by his friend, Mr Rao. The Respondents had lodged an appeal to the Employment Appeal Tribunal ('EAT') against the Judgment. At the time of the Remedy Hearing, there had been no decision on that appeal. In the circumstances, I determined that it was in the interests of justice and consistent with the overriding objective to proceed with the Remedy Hearing (permission to appeal was subsequently refused by the EAT on 30 January 2025).
11. At the Claimant's request, the Tribunal set up a video link with another hearing room, from where the Claimant observed the hearing and gave evidence (through the assistance of Mr Koychev, a registered interpreter appointed by the Tribunal).
12. I allowed the Second Respondent time to consider the Bundle and witness statement, and permitted him (through Mr Rao) to ask questions of the Claimant and make submissions. I explained that, by reason of the Judgment, the Respondents had already been held liable for all the complaints being pursued. What I was required to decide at the Remedy Hearing was what compensation to award the Claimant.
13. The Claimant's witness statement had been translated by her legal advisor. In the circumstances, it was initially agreed that the Claimant would read out her statement in Bulgarian and it would be interpreted by Mr Koychev. However, the Claimant became upset whilst reading out her statement and it was agreed that Mr Koychev would read out her Bulgarian statement in English.
14. I received written and oral submissions from Ms Southey for the Claimant and oral submissions from Mr Rao and the Second Respondent for the Respondents. Due to lack of time, I reserved my decision.

The Relevant Law

15. Section 24 of the Employment Rights Act 1996 sets out what the Tribunal must do if a complaint of unauthorised deduction from wages is well-founded, as follows (so far as relevant):
 - (1) Where a tribunal finds a complaint...well-founded, it shall make a declaration to that effect and shall order the employer—
 - (a) in the case of a complaint [of unauthorised deduction from wages] to pay to the worker the amount of any deduction...
16. Regulation 30(5) of the Working Time Regulations 1998 ('WTR 1998') sets out that the Tribunal must order an employer to pay any sums due in respect of leave entitlement accrued but not taken at the end of employment. In addition, Regulation 30(4) of the WTR 1998 requires the Tribunal to make an award of compensation for such amount as it considers just and equitable in circumstances where a worker has not been permitted to exercise her right to take annual leave.
17. Section 1 of the ERA 1996 states:

Where a worker begins employment with an employer, the employer shall give to the worker a written statement of particulars of employment.
18. Where an employer fails to provide a written statement of particulars, the Tribunal must make an award equivalent to two weeks wages or, if it considers it just and equitable to do so, an award equivalent to four weeks wages (per section 38 of the Employment Act 2002).
19. Section 12(3) of the ERA 1996 sets out what the Tribunal must do if it finds that an employer has failed to provide itemised pay statements, as follows:
 - (3) Where...an employment tribunal finds—
 - (a) that an employer has failed to give a worker any pay statement...

the tribunal shall make a declaration to that effect.
20. However, no award under section 38 of the Employment Act 2002 ('EA 2002') can be made unless the Tribunal finds in the employee's favour in proceedings relating to a claim under any of the jurisdictions listed in Schedule 5 to the EA 2002. That list includes a claim of discrimination under the EqA 2010.
21. Section 124 of the Equality Act 2010 ('EqA 2010') gives the Tribunal the power, where it upholds a discrimination claim, to order the Respondent to pay compensation to the Claimant. The aim of any compensation is to

put the Claimant, as far as money is able to so, into the position she would have been but for the unlawful discrimination (Ministry of Defence v Wheeler [1998] IRLR 23 and Chagger v Abbey National plc [2010] IRLR 4). In other words, the Tribunal must require the Respondent to compensate for the loss caused to the Claimant by the discrimination.

22. By reason of section 119 of the EqA 2010, the Tribunal may award compensation for injury to feelings. The general principles that underlie such an award are set out in Prison Service v Johnson [1997] ICR 275, EAT (see also Eddie Stobart Limited v Graham [2025] UKEAT 14). These include ensuring that any award for injury to feelings compensate the Claimant without punishing the Respondent. Further guidance on the financial levels of such awards was given in Vento v West Yorkshire Police (No.2) [2003] ICR 318, CA.
23. The Tribunal has the power to award interest in respect of compensation awarded by reason of discriminatory conduct. It is to be calculated on a daily basis, at a rate of 8%. The relevant dates for calculating interest differ. For injury to feeling awards, the period for any award of interest is from the date of the discriminatory act until the date on which the Tribunal calculates any interest (i.e. the determination of remedy) (the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996, as amended by the Employment Tribunals (Interest on Awards in Discrimination Cases)(Amendment) Regulations 2013).

Findings of Fact & Conclusions

24. The Claimant sought compensation against the First Respondent (as her employer) for the following:
 - 24.1. Holiday pay
 - 24.2. Unauthorised deductions for wages
 - 24.3. Failure to provide a statement of employment particulars
 - 24.4. Breach of the WTR 1998
25. The Claimant sought compensation for injury to feelings jointly and severally against the First and Second Respondents, arising from the direct sex discrimination and harassment of a sexual nature.
26. The Claimant did not seek any financial claim from the failure to provide her with itemised pay statements. However, and by reason of section 12(3) of the ERA 1996, a declaration must be made that the complaint was well-founded. That declaration was contained within the Judgment.
27. I set out below my analysis and conclusions regarding each complaint (save for the failure to provide itemised pay statements). However, I began with a number of relevant, generic findings of fact.
28. There was a dispute as to when the Claimant's employment started and what her weekly hours and wages were.

29. The Claimant said that her employment began on 1 November 2021. The Respondents said it started on 1 February 2022 (Paragraph 3 of their Grounds of Resistance at [32] of the Bundle). As noted above, the Respondents accepted that the Claimant was not paid any holiday pay during her employment (Paragraph 8 of the Grounds of Resistance, at [33]).
30. In the course of the Remedy Hearing, the Respondents conceded that the First Respondent owed the Claimant the sums she was claiming for holiday pay in her Schedule of Loss (at [133] – [134] of the Bundle). In making that concession, the First Respondent was, in effect, accepting that the Claimant's employment began on 1 November 2021 (as the calculation of her holiday pay complaint was premised on a start date of 1 November 2021).
31. In contrast, the Claimant has remained consistent throughout that her employment started on or around 1 November 2021. In addition, and by reason of the Judgment, it is as if there has been no response to the claim.
32. For those reason, I found that the Claimant's employment began on 1 November 2021.
33. The parties agreed that the Claimant's employment ended with effect from 17 April 2023.
34. The Claimant, as reflected in her Schedule of Loss, claimed to have worked 12 hours per day, six days per week, during her employment. However, her written evidence was more nuanced, as follows:
 - 34.1. The Claimant was told at outset of her employment that she would be working 12 hour days (at Paragraph 3 of her statement).
 - 34.2. Between November 2022 and January 2023, she worked six days per week, "*around 12 hours per day*" (per Paragraph 9)
 - 34.3. From February 2023, the Claimant's hours and days varied each week, though she recalled being asked to work from 7am to 12pm (at Paragraph 10).
35. In her oral evidence, the Claimant confirmed that she worked 12 hours per day, six days per week until February 2023, when her hours were reduced. Thereafter, her hours and days would vary from week to seek and from day to day. She recalled that her shifts could be three to four hours per day, three days per week.
36. On the basis of the Claimant's consistent evidence, I found that from the start of her employment on 1 November 2021 until 5 February 2023 (being immediately prior to the first full week of February 2023), the

Claimant worked 72 hours per week (12 hours per day, six days per week).

37. In light of the Claimant's evidence, Ms Southey proposed a reduction in the claimed weekly hours worked for the period from February 2023 until the end of the employment in April 2023 of a third (which would equate to her working 48 hours per week). In my judgment, such a limited reduction did not properly reflect the Claimant's own evidence. I concluded, on balance, that the Claimant worked an average of 15 hours per week from 6 February 2023 onwards (based upon her own reference to working five hour shifts, three days per week).
38. On that basis, I also found that the Claimant had normal working hours until the week commencing 6 February 2023. Thereafter, she had no normal hours of work.
39. I also accepted the Claimant's evidence that she was not paid at all for her final week of work (10 – 17 April 2023).
40. I also found that at no time during her employment did the Claimant provide her agreement in writing to work more than 48 hours on average over any given seven day period.
41. Finally, and consistent with both the Claimant's evidence throughout and the Judgment, I found that the Claimant's hourly rate for the entirety of her employment was £5. During her employment, the applicable National Minimum Wage was as follows:
 - 41.1. 2021/22 - £8.91 per hour
 - 41.2. 2022/23 - £9.50 per hour
 - 41.3. 2023/24 - £10.42 per hour

Unauthorised deductions from wages

42. This complaint related to the First Respondent's failure to pay the Claimant the National Minimum Wage throughout the entirety of her employment. As found above, the Claimant was instead paid £5 per hour.
43. Given my other findings as to the Claimant's weekly hours during her employment, I was able to concur with her Schedule of Loss for the period from 1 November 2021 until 31 March 2022. There was a shortfall for that period between what the Claimant was paid (at £5 per hour) and what she was legally entitled to be paid (at £8.91 per hour) of £5,630.40. That sum is owed to the Claimant by the First Respondent.
44. However, I was unable to accept the calculations in the Claimant's Schedule of Loss for April 2022 to March 2023 or from April 2023 because those calculations were based on the Claimant continuing to

work 72 hours per week. As explained above, I found that the Claimant's hours reduced with effect from February 2023.

45. On that basis, the revised calculations were as follows:
- 45.1. For the period from 4 April 2022 to 5 February 2023:
- 45.1.1. The Claimant was entitled to be paid £30,096 (44 weeks x 72 hours per week = 3,168 hours x £9.50).
- 45.1.2. The Claimant was actually paid £15,840 (44 weeks x 72 hours per week = 3,168 hours x £5.00).
- 45.1.3. The shortfall for the period was £14,256 (£30,096 - £15,840). That sum is due to the Claimant from the First Respondent.
- 45.2. For the period from 6 February 2023 to 2 April 2023:
- 45.2.1. The Claimant was entitled to be paid £1,140 (8 weeks x 15 hours per week = 120 hours x £9.50).
- 45.2.2. The Claimant was actually paid £600 (8 weeks x 15 hours per week = 120 hours x £5.00).
- 45.2.3. The shortfall for the period was £540 (£1,140 - £600). That sum is due to the Claimant from the First Respondent.
- 45.3. For the period from 3 April 2023 to 10 April 2023:
- 45.3.1. The Claimant was entitled to be paid £156.30 (1 week x 15 hours per week = 15 hours x £10.42).
- 45.3.2. The Claimant was actually paid £75 (1 week x 15 hours per week = 15 hours x £5.00).
- 45.3.3. The shortfall for the period was £81.30 (£156.30 - £75). That sum is due to the Claimant from the First Respondent.
46. In addition, the Claimant was not paid for her final week of employment (10 April 2023 – 17 April 2023). The First Respondent owed her £156.30 for that week (based on the above calculations and findings).
47. Adding together £5,630.40, £14,256, £540, £81.30 and £156.30 gave a total award for unauthorised deductions from wages of £20,664.
48. The requirement that a declaration be made that the complaint of unauthorised deductions for wages was well-founded is contained within the Judgment.

Holiday pay

49. As noted above, it is not in dispute that the First Respondent (as the Claimant's employer) did not pay the Claimant holiday pay throughout her employment. As set out in her Schedule of Loss, the Claimant says that she is owed £4,606.22 for accrued but untaken or unpaid holiday pay (at [133] – [134] of the Bundle).
50. Despite the First Respondent's earlier indication that payment would be forthcoming in respect of the Claimant's holiday entitlement, no payments have been made to date.
51. However, given my findings above on the Claimant's hours and weekly pay, her entitlement to holiday pay is not as claimed nor as admitted by the First Respondent. I remained mindful that the Respondents were participating in the Remedy Hearing without legal assistance. I was mindful of the evidence from the Claimant and mindful of my findings, set out above. To award the Claimant the sum claimed by her and accepted as due by the First Respondent would result her in being compensated for sums that, on her own evidence, she was not entitled to.
52. Based on my findings, I was able to accept the claim for holiday pay from the Claimant's Schedule of Loss as follows:
 - 52.1. For the period 1 November 2021 to 31 March 2022, the sum of £1,240.
 - 52.2. For the period 1 April 2022 to 31 October 2022, the sum of £1,881.
53. Thereafter, and again based on my findings, I reached the following conclusions:
 - 53.1. For the period 1 November 2022 to 5 February 2023, the daily rate was as claimed, £114 (12 hours x £9.50 per hour). The accrued annual leave entitlement for that period was 7 days. $£114 \times 7 = £798$.
 - 53.2. For the period 6 February 2023 to 31 March 2024, the daily rate dropped to £47.50 (5 hours at £9.50 per hour). The accrued annual leave entitlement for that period was 5.6 days. $£47.50 \times 5.6 = £266$.
 - 53.3. For the period 1 April 2023 to 17 April 2023, daily rate increased, due to the rise in the national minimum wage to £52.10 (5 hours at £10.42 per hour). The accrued annual leave entitlement for that period was 1.3 days. $£52.10 \times 1.3 = £67.73$.

54. Adding together £1,240, £1,881, £768, £266 and £67.73 gave a total award for unpaid holiday pay of £4,252.73.

Failure to provide statement of employment particulars

55. By virtue of section 38 of the EA 2002, the Claimant must be awarded a sum equivalent to two weeks pay (or four weeks pay, if considered just and equitable in all the circumstances).
56. The Claimant sought an award equivalent to four weeks pay, given the length of her employment and the impact on her of having no statement of her employment particulars (not least, her ignorance as to permissible working hours, lawful minimum hourly rates of pay and entitlement to paid annual leave).
57. In my judgment, this was a case where it was just and equitable to award the four week amount. The Claimant was unaware that she was entitled to minimum pay, minimum holiday and maximum working hours per week. That was compounded by the First Respondent's failure to provide any written information as to her particulars of employment.
58. A 'weeks pay' is calculated per Chapter II, Part 14 of the ERA 1996. Section 38(7) of the EA 2002 applies such that the calculation date is the effective date of termination (which was 17 April 2023). As found, the Claimant had no normal working hours at the date of termination. Where there are no normal working hours, section 224 of the ERA 1996 requires an average over the previous 12 weeks (ending on the last complete week before the effective date of termination of employment). That 12 week period was therefore from week commencing 23 January 2023 to week commencing 10 April 2023.
59. On that basis, and given my earlier findings, the Claimant's weekly wage for the purposes of section 38 of the EA 2002 was £235.05, calculated as follows:
- 59.1. For the two weeks commencing 23 January 2023 and 30 January 2023, the Claimant's lawful weekly wage was £684 (72 hours x £9.50 per hour). She was entitled to £1,368 for those two weeks (£684 x 2).
- 59.2. For the eight week period commencing on 6 February 2023 and ending on 2 April 2023, the Claimant's lawful weekly wage was £142.50 (15 hours x £9.5 per hour). She was entitled to £1,140 for that period (£142.50 x 8).
- 59.3. For the two weeks commencing 3 April 2023 and 10 April 2023, the Claimant's lawful weekly wage was £156.30 (15 hours x £10.42 per hour). She was entitled to £312.60 for those two weeks (£156.30 x 2).

59.4. The Claimant's total lawful entitlement to wages of the 12 week period was £2,860.60 (£1,368 + £1,140 + £312.60). The average weekly wage, therefore, was £235.05 (£2,860.60/12).

60. As such, the Claimant is entitled to an award of £940.20 (£235.05 x 4) in respect of the First Respondent's failure to provide her with a written statement of her particulars of employment.

Breach of the WTR 1998

61. The Claimant claimed a sum equivalent to two weeks pay for the breach of the WTR 1998. Reliance was placed on Regulations 4(1) and 30 (at [134] of the Bundle).
62. Regulation 4(1) of the WTR 1998 provides that a worker's hours cannot exceed an average of 48 hours over a specified seven day period, without prior agreement in writing (that specified period being any period of 17 weeks in the course of the employment, per Regulation 4(3) of the WTR 1998).
63. As found above, the First Respondent did not obtain the Claimant's prior written agreement. The Claimant was required, between November 2021 and February 2023 to work 72 hours per week.
64. It follows that the First Respondent was in breach of Regulation 4(1) of the WTR 1998.
65. However, and as discussed with Ms Southey during her submissions, Regulation 30 of the WTR 1998 (from where the Tribunal gains its jurisdiction to deal with breaches of the WTR 1998) does not include breaches of Regulation 4. Rather, a breach of Regulation 4 is an offence under Regulation 29 of the WTR 1998.
66. For those reason, despite finding that the First Respondent was in breach of Regulation 4 of the WTR, the Tribunal has no jurisdiction to make an award of compensation (or provide any other remedy).

Conclusions: pecuniary award

67. On the basis of the above findings and calculations, the total pecuniary award which the First Respondent must pay the Claimant is £25,856.93.

Injury to Feelings

68. I reminded myself that in assessing the injury to feelings, the allegations made by the Claimant of sex discrimination and harassment of a sexual nature have been accepted and treated as made out as pleaded, per the Judgment.

69. It follows from the Judgment that the Claimant was subjected to inappropriate comments and touching by the Second Respondent and his brother. The comments and the touching were of a sexual nature.
70. In addition, on 17 April 2023, the Claimant was subjected to a serious physical assault by the Second Respondent. Whilst alone in the basement of the shop, the Claimant was pushed to the floor, kicked in the head and legs and had her clothes torn apart. It was a sexual assault. The Claimant managed to escape and fled the shop. She did not return to work.
71. The Claimant reported the assault to the police and was interviewed. The police launched an investigation but did not proceed with a prosecution (informing the Claimant on 3 July 2023 that there was not enough evidence to bring charges).
72. I heard oral evidence from the Claimant, in addition to reading her witness statement. I also read the statement which the Claimant made to the police in the aftermath of the assault (at [129] – 131] of the Bundle).
73. The Claimant described how this treatment caused her upset and distress, making her feel embarrassed, humiliated and anxious. She described the effects on her overall well-being, and described struggling with feelings of sadness, anger and low self-esteem. Her sleep has been disturbed and she has found it difficult at times to maintain focus. The Claimant returns to Bulgaria when she can where she has the benefit of family support.
74. The aim of any award for injury to feelings is to compensate the Claimant, not punish the Respondents. The focus therefore is on the Claimant's injury to her feelings, as born out by the evidence before me. Whilst that does not preclude consideration of what was done by the Respondents, the manner of the discrimination, at its highest, *"is a tool by which the tribunal can properly draw an inference of secondary fact as to the injury suffered by a claimant when, as often happens in such cases, there is little else to go on"* (per Eddie Stobart Ltd v Graham [2025], at [44]).
75. In her Schedule of Loss, the Claimant sought an award of £11,200 for injury to feelings (at [135] of the Bundle). That equates to an award at the top end of the lower Vento band.
76. In her written and oral submissions, Ms Southey departed from the Schedule of Loss and argued that, on the facts and circumstances of this case, an award at the upper end of the middle Vento band was more appropriate. In support of that submission, Ms Southey relied on the following:
 - 76.1. The Claimant was subjected to serious sexual harassment and direct sex discrimination, which took place over a prolonged period of time, culminating with the assault on 17 April 2023.

- 76.2. The Claimant fled her workplace in terror on 17 April 2023 and did not return to work. That was a direct result of the assault occasioned upon her by the Second Respondent.
- 76.3. By any measure, what the Claimant experienced was highly traumatising, which was compounded by having to re-tell the events to the police and then again through these proceedings.
77. I was mindful of the need for public respect for awards in discrimination cases and that they should bear some broad similarity to awards in civil courts for personal injury. The matters compensated for by an injury to feelings award encompass subjective feelings of upset, frustration, worry, anxiety, mental distress, fear, grief, anguish, humiliation, unhappiness, stress and depression.
78. The Guidelines for the Assessment of General Damages in Personal Injury Cases (Judicial College, 17th Ed), at p.15 "Sexual and/or Physical Abuse" includes the following:
- In many cases there is also an element in the award of general damages for the indignity, mental suffering, humiliation, distress, or anger caused by such an attack. This is sometimes characterised as aggravated damages, but more properly is injury to feelings... Where the element for injury to feelings has been broken down in reported cases, which is usually where there is significant injury, the range is usually in the region of £18,310 to £30,510.
79. The middle Vento band is currently £11,700 - £35,200.
80. I agree that on the evidence presented to the Tribunal, and mindful that any award must focus on the actual injury suffered by the Claimant and not the gravity of the acts commissioned by the Respondents, the starting point is the middle Vento band. There was a campaign of harassment during the Claimant's employment, which included unwanted touching and sexualised remarks, which the Claimant understandably found intimidating and frightening. Those fears were realised when the Claimant was assaulted by the Second Respondent on 17 April 2023.
81. As such, an award of £25,000 is made for injury to feelings. In my judgment, that better reflects the impact on the Claimant of the events described above and is consistent with the law and guidance on such awards. The award is not subject to taxation as it is not made in connection with the termination of employment. The First and Second Respondents are jointly and severally liable to the Claimant for that award.

Interest

82. The Claimant is entitled to interest on her injury to feelings award at the rate of 8% per annum, if it is just in all the circumstances to award it. I

have decided that it is, to reflect that the award of compensation for injury to feelings is only being made some considerable time after the loss to which it relates.

83. The interest calculation for the injury to feelings award runs from the date of the start of the discriminatory acts up to the assessment of remedy. I have decided that it is just to award interest from the date of the assault (17 April 2023) until 4 March 2025 (the date I assessed and determined remedy). That equated to 687 days and produced interest of £3,764.38 on the award of £25,000, calculated as follows:

83.1. Interest at 8% per annum on £25,000 = £2,000

83.2. £2,000/365 = £5.4794 (daily rate)

83.3. £5.4794 x 687 = £3,764.38

Conclusion: non-pecuniary award

84. By reason of the above, the award for non-pecuniary losses, including interest, is £28,764.38 (£25,000 + £3,764.38). That sum is owed to the Claimant by the First and Second Respondents on a joint and several basis.

Conclusions

85. The total award made in favour of the Claimant is £54,621.31 (£25,856.93 + £28,764.38).
86. The awards for unauthorised deductions from wages and holiday pay are gross of tax and national insurance. The First Respondent should deduct the tax and national insurance from the awards, prior to paying them to the Claimant. It must also explain to the Claimant what has been deducted and how it has been calculated. It must account to HM Revenue & Customs for those deductions.
87. Alternatively, if the sums are paid gross by the First Respondent, the Claimant must account to HM Revenue & Customs herself for the income tax and national insurance.

Approved by:
Employment Judge S Povey
Dated: 5 March 2025
Amended: 18 March 2025