



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss C Graves

**Respondent:** Hilton Nursing Partners Ltd

**Heard at:** London South Employment Tribunal (by video)

**On:** 5 November 2025

**Before:** Employment Judge Armstrong  
Tribunal Member Foster-Norman  
Tribunal Member Mardner

## Representation

Claimant: Mr J Yamba (regulated foreign lawyer)

Respondent: Mr I Hurst (solicitor)

# RESERVED JUDGMENT ON REMEDY

1. The respondent shall pay the claimant the following sums:
  - a. Compensation for past financial losses: **£28,552.25**
  - b. Compensation for injury to feelings: **£15,000**
  - c. ACAS uplift of 10%: **£4,355.22**
  - d. Interest calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Case) Regulations 1996: **£4,887.66**
2. The total amount awarded is: **£52,795.13**

# REASONS

## Issues

1. This is the Tribunal's reserved judgment on remedy following our earlier judgment dated 12 September 2025 that the claimant's complaint of

unfavourable treatment because of something arising in consequence of disability contrary to section 15 Equality Act 2010 was well-founded and succeeds.

2. Following the liability hearing, the case was adjourned for a remedy hearing to determine the appropriate level of compensation.

### **Conduct of the hearing**

3. The hearing took place by video. The claimant was represented by Mr Yamba, a regulated foreign lawyer. The respondent was represented by Mr Hurst, a solicitor.
4. The claimant had her newborn baby with her and breaks were taken to accommodate breastfeeding and childcare. The claimant confirmed that she was able to proceed with the hearing on that basis.

### **Issues for the tribunal to decide**

3. The issues for determination at the remedy hearing were:
  - (a) Compensation for loss of earnings;
  - (b) Compensation for injury to feelings;
  - (c) Aggravated damages;
  - (d) Adjustment for failure to comply with the ACAS guidance; and
  - (e) Interest.

### **Evidence**

5. The parties agreed to use the bundle submitted on behalf of the claimant which comprised **107** pages. Page references in **bold** refer to this bundle.
6. The bundle included a witness statement from the claimant dated 3 October 2025. She also gave oral evidence. The bundle also included a witness statement from Atholl Craigmyle, financial director of the respondent. After identifying the issues at the start of the hearing, Mr Hurst acknowledged that this statement was not relevant to the issues for the Tribunal to determine at this hearing and did not seek to rely on it.

### **Background**

7. The Tribunal made detailed findings of fact on liability in its oral judgment on 11 September 2025. We do not repeat those findings in this reserved judgment. The respondent was found to have discriminated the claimant because of something arising in consequence of her disability (migraine and anxiety / depression) by issuing her a first written warning on 10 November 2023 and by dismissing her from employment on 11 December 2023 with one week's notice (effective date of termination (EDT) 18 December 2023). The other claims presented by the claimant were dismissed.

### **Findings of Fact**

8. At the time of her dismissal, the claimant was suffering with migraines and depression / anxiety. These have been found by the Tribunal to meet the

definition of a disability in section 6 of the Equality Act 2010. They are underlying conditions which she has suffered with for some time. For example, in her GP records on 6 April 2020 it is recorded: *'suffers with depression and anxiety for many years.'* (102).

9. The claimant described the effect of the dismissal on her in her witness statement. For example, she stated that the discrimination *'has had a substantial and ongoing impact on my mental health, emotional wellbeing, and day-to-day functioning. This impact includes persistent sleep disturbance, heightened anxiety, and a profound loss of confidence in professional settings.'* (10). In cross-examination and submissions the respondent sought to discredit these assertions on the basis that the witness statement was not in the claimant's own words and appeared to have been written by her representative. However, her oral evidence was consistent with this witness statement. For example she told us, *'my self-esteem was impacted severely'*, she was *'struggling'*, and *'my emotional wellbeing just got so much worse'*.
10. We therefore accept the claimant's evidence regarding the impact on her as set out in her witness statement and oral evidence. She acknowledged that she had some support from her representative in drafting the witness statement and we accept that it is unlikely to have been drafted using only her own words, however we accept that it accurately reflects her experience at the time as set out therein and in her consistent oral evidence which clearly was in her own words.
11. Following her dismissal, the claimant initially actively sought work. In her oral evidence the claimant told us that she had financial issues therefore she had to *'force'* herself to look for work.
12. She applied for roles including Early Help Worker (Connect2Kent) on 2 January 2024 (45), Healthcare Support Worker (NHS) on 4 January 2024 (53), and 999 Emergency Call Handler on 4 January 2024 (51). We can also see that she applied for a customer service advisor role with Snodland which she was declined for on 5 January 2024 (47) and a role as Journey Coach at the Riverside Group, which she was refused for on 8 February 2024 (50).
13. On 17 January 2024, the claimant was offered a job with Royal Mail as a Postwoman earning £25,651 per annum, with a start date of 22 January 2024 (17). The respondent does not allege that there was any failure to mitigate her losses during the period 18 December 2023 to 22 January 2024.
14. She resigned from this post on 4 March 2024 due to worsening migraines and mental health difficulties. In her witness statement (paragraph 7), the claimant states:  
  
*'the roles available proved incompatible with my disabilities (migraines and anxiety/depression). The shifts, long hours, and physical demands (including driving and lifting) intensified my migraine symptoms and anxiety, rendering continued employment in those roles physically impossible. Consequently, I could not sustain that position, which underscores the need for continued loss adjustment in my favour and for*

*consideration of the impact of disability on my future employability and earning capacity. Due to the impact on my confidence and time, I resigned from the role.'*

15. Again, we accept the respondent's submission that this has been drafted with assistance from the claimant's representative. The paragraph lacks detail in that it refers to 'the roles available'. However, in her oral evidence, the claimant confirmed that she was specifically referring to the Royal Mail role. She confirmed in her oral evidence that she resigned from this role on 4 March 2024, which is the date given in her schedule of loss.
16. The claimant was asked about an entry in her GP records dated 7 March 2024 (99). The entry records a telephone consultation regarding depression. It is noted: *'started new job, very stressed, shouted by manager at Royal Mail, main reason for her problems are related to her new job, has taken time off yesterday, advised to speak to manager to sort out things, get in touch if more time off is needed'*
17. The chronology does not quite align with the date of 4 March 2024 being the end of her employment with Royal Mail but we do not consider that the matter of a few days either way significantly affects our decision on remedy.
18. Mr Hurst put to the claimant that this GP record suggests that as of 7 March 2024 her difficulties were due to her employment at Royal Mail, not arising from her employment with the Respondent. The claimant stated: *'Yes that was the reason then – but obviously it had more of an effect because it was like the same thing was happening to me in this new job as well as what happened to me from Hilton [...] I was still suffering emotionally [...] It was the same as what happened at Hilton – it was like it was coming back like it was going to happen again. It caused me to panic and caused stress.'*
19. The claimant also stated in oral evidence, in line with her witness statement, that the job at Royal Mail was more physically demanding than she had expected and it had an impact on her health. She said that she had made them aware of her disability but no reasonable adjustments were made. She confirmed that she left because of her mental health and migraines, stating *'I was suffering... I had no choice but to resign. It was just too much.'*
20. It is not disputed that around this time the respondent commenced County Court proceedings to recover a debt owed by the claimant to the respondent. Neither party produced evidence of this in advance of the hearing and Mr Yamba confirmed that this is not relied on by the claimant as something which should be compensated for in terms of aggravated damages. It was not complained of as an act of disability discrimination at the liability stage. It is therefore of limited relevance to this decision.
21. Between March and November 2024, the claimant did not make any applications for employment. Her witness statement states that some job applications have been deleted from her records. However in oral evidence the claimant clarified that whilst records held on the Reed

Recruitment portal have been deleted, the emails generated by those applications which appear in the bundle are in fact a complete record of the applications she made.

22. The claimant accepts that from March to November 2024 she did not search or apply for any roles due to her mental health. In her oral evidence she stated that there was a long period when *“I was really struggling.”* She stated that after she left Royal Mail her mental health worsened and her migraines got more regular. She described that she *‘just crashed out. I stayed indoors; I wouldn’t go out. I just had too much going on in my mind that I didn’t feel like it was healthy for me to go out and do anything.’*
23. She said that the discrimination impacted her confidence in applying for new jobs, stating, *‘It affected my mental health a lot. Even putting in the applications I was really worrying about “are they going to accept me or not?” I felt traumatised by being dismissed- the way they did it. It has that feeling on me that whenever I am going to apply for another job or start working at another job, that is how they are going to act towards me.’*
24. The claimant started receiving Universal Credit on 1 May 2024 (until 13 July 2025) and credit for this is given in her schedule of loss (**6, 65-96**)
25. The claimant recommenced her search for employment in November 2024. She applied for roles as a courier with DPD on 8 November 2024 (**54**), as a field care supervisor for continuity of care service on 14 January 2025 (**56**), a dementia coordinator on 14 January 2025 (**58**), as a customer service advisor for Golding Homes on 17 January 2025 (**49**), as a physiotherapy apprentice on 11 February 2025 (**61**), and as a resettlement support worker on 26 March 2025 (**62**).
26. In cross-examination, the claimant was criticised for not applying for roles which were more similar to her role with the respondent. The claimant explained that apart from the DPD and customer advisor roles, the roles she applied for were in fact within the same sector (i.e. the care sector). We accept this and do not consider that the claimant acted unreasonably in applying for the jobs which she did.
27. On 3 March 2025, the claimant secured a role with Kent County Council as an Enablement Support Worker at £24,040 per annum (**38**). She did not start to work until July 2025 and her first payslip was dated 25 July 2025 (**42**). In her oral evidence, the claimant told us this was because of pre-application checks. The offer letter and contract both state that her employment is subject to receipt of various checks including a DBS check (**37, 39**).
28. It was put in cross-examination that Kent County Council recruit regularly and the claimant could have secured a similar role at an earlier date. No evidence of any earlier vacancies was provided by the respondent. We accept the claimant’s evidence that she did not see any other roles advertised with Kent County Council before the one she secured. We also accept that because of the alerts she was receiving she would have been alerted had a similar role been advertised previously.

## **Relevant law**

*Principles of compensation*

29. Section 124(2) Equality Act 2010 (EqA 2010) provides that if the Employment Tribunal finds that an act of discrimination has occurred,

*‘The tribunal may:*

*a) make a declaration as to the rights of the complainant and the respondent in relation to the matters to which the proceedings relate;*

*b) order the respondent to pay compensation to the complainant;*

*c) make a recommendation that the respondent take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the complainant or any other person.’*

30. A declaration has been made that discrimination arising from disability in breach of section 15 Equality Act 2010 has occurred. No further declaration is sought. The claimant does not seek a recommendation in circumstances where she left the respondent’s employment some time ago and has since secured alternative employment. The respondent accepts that some compensation is appropriate. The issue between the parties is how much this ought to be.

31. Section 124(6) EqA 2010 provides that an award of compensation will correspond to the amount which could be awarded by the county court under section 119 EqA 2010, i.e. under the same principles that apply in tort. An award of damages may include compensation for injured feelings (s.119(4)).

32. The central principle is to put the claimant in the position, so far as reasonable, that she would have been in had the discrimination (tort) not occurred. Therefore, principles of causation and remoteness apply. The respondent will only be liable for losses or injury caused by the unlawful act. Damages may be limited if for example the claimant would have lost her job at some future point in any event, or if the losses claimed are too remote or unforeseeable. (*Ministry of Defence v Wheeler* [1998] IRLR 23 and *Chagger v Abbey National plc* [2010] IRLR 47).

*Loss of earnings*

33. In line with the principles of tort, the claimant is expected to take reasonable steps to minimise (or ‘mitigate’) her losses suffered as a consequence of the discrimination. The burden of proving a failure to mitigate is on the respondent and they must show that the claimant acted unreasonably (*Fyfe v Scientific Furnishing Ltd* [1989] IRLR 331).

34. The Tribunal will need to compare the financial benefits of any new job to the financial benefits the claimant would have received had she not been treated unlawfully (see *Chagger v Abbey National* *ibid.*).

35. The Court of Appeal has held that an employer’s liability for loss suffered by an unfairly dismissed employee does not necessarily cease once the

employee commences new employment of a permanent nature at an equivalent or higher salary. For example, where employment which appeared to be permanent comes to an end through no fault of the employee (*Dench v Flynn and Partners* [1998] IRLR 653).

36. Similarly, where a claimant took on a very different role in a new job after being dismissed, and the ET found that there was a strong possibility from the outset that his new employment would not continue beyond the probationary period, the EAT concluded that the only possible conclusion on the facts was that this did not break the chain of causation such as to make the losses too remote to be recoverable (*Cowen v Rentokil Initial Facility Services (UK) Ltd* EAT 0437/07).

### *Injury to feelings*

37. An award of injury to feelings is intended to compensate the claimant for feelings such as the anger, distress, upset, frustration, worry, anxiety, mental distress, humiliation, unhappiness, stress and depression caused by the unlawful treatment (*Vento v Chief Constable of West Yorkshire Police (No2)* [2003] IRLR 102).
38. The general principles which apply were set out by the EAT in *Prison Service v Johnson* [1997] IRLR 162. In summary: (i) the award is compensatory not punitive and should be just to both parties; (ii) awards should not be too low, as that would diminish respect for the policy of the anti-discrimination legislation. Equally, awards should be restrained and not excessive; (iii) awards should bear some broad general similarity to the whole range of awards in personal injury cases; (iv) the Tribunal should take into account the value in everyday life of the sum they have in mind; and (v) the Tribunal should bear in mind the need for public respect for the level of awards made.
39. The focus is on the actual injury suffered by the claimant and not the gravity of the acts of the respondent. This means that the 'eggshell skull' principle applies, i.e. that the compensator must take their victim as they find her. Even if the victim is unusually sensitive or susceptible, and the level of damage is higher than it would have been for another individual, the respondent will be liable for the full extent of the injury, provided that it flows from the act of discrimination. (*Komeng v Creative support Ltd* UKEAT/0275/18/JOJ, *Cadogan Hotel Partners Ltd v Ozog* EAT 0001/14, *Eddie Stobart Ltd v Graham* [2024] EAT 14, and *Shakil v Samsons Ltd* [2024] EAT 192).
40. Where discrimination exacerbates or accelerates the effect of a pre-existing condition, awards for injury to feelings should only reflect the exacerbation or acceleration. This can be difficult to assess in cases of disability discrimination but the assessment of damages or compensation should take account of any pre-existing disorder or vulnerability (see Hale LJ's obiter comments in *Hatton v Sutherland and other cases* [2002] ICR 613, CA, approved and applied in *Thaine v LSE* [2010] ICR 1422, EAT and *BAE Systems (operations) Ltd v Konczak* [2018] ICR 1, CA).
41. In *Vento* (see above) the Court of Appeal identified three broad bands of compensation and set out the following guidance:

*'1) The top band should normally be between £15,000 and £25,000. Sums in this range should be awarded in the most serious cases, such as where there has been a lengthy campaign of discriminatory harassment on the ground of sex or race. Only in the most exceptional case should an award of compensation for injury to feelings exceed £25,000;*

*2) The middle band of between £5,000 and £15,000 should be used for serious cases, which do not merit an award in the highest band;*

*3) Awards of between £500 and £5,000 are appropriate for less serious cases, such as where the act of discrimination is an isolated or one-off occurrence. In general, awards of less than £500 are to be avoided altogether, as they risk being regarded as so low as not to be a proper recognition of injury to feelings.'*

42. The bands have subsequently been updated in *De Souza v Vinci Construction (UK) Ltd* [2017] EWCA Civ 1288 and annual Presidential Guidance.

43. The relevant guidance is that in place at the date of presentation of the claim. This claim was presented on 27 February 2024. Therefore the relevant guidelines are those issued on 24 March 2023. The bands are as follows:

*'In respect of claims presented on or after 6 April 2023, the "Vento bands" shall be as follows: a lower band of £1,100 to £11,200 (less serious cases); a middle band of £11,200 to £33,700 (cases that do not merit an award in the upper band); and an upper band of £33,700 to £56,200 (the most serious cases), with the most exceptional cases capable of exceeding £56,200.'*

44. The claimant in her schedule of loss erroneously refers to the figures in the 2025 guidance.

#### *Aggravated damages*

45. Aggravated damages are an aspect of injury to feelings and are awarded on the basis and to the extent that the aggravating features have increased the impact on the claimant. They may be appropriate where the discriminatory act is done in an exceptionally upsetting way (i.e. high-handed, malicious, insulting or oppressive), is evidently based on a discriminatory motive, or where subsequent conduct warrants it e.g. where litigation conduct is unnecessarily oppressive. The Tribunal must be aware of the risk of double recovery and any award must be proportionate (see e.g. *Police of the Metropolis v Shaw* UKEAT/0125/11/ZT, *Zaiwalla & Co v Walia* [2002] UKEAT/451/00).

#### *ACAS adjustment*

46. Pursuant to s.207 Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A 1992) an award of compensation can be increased or decreased by up to 25% if a party has unreasonably failed to comply with



a relevant code of practice. This applies in proceedings under the EqA 2010 (Sched A2 TULR(C)A 1992).

47. It is agreed that the ACAS Code of Practice on disciplinary and grievance procedures is engaged in this case.
48. Guidance suggests therefore that we must consider: (i) whether there has been a failure to comply; (ii) was that failure unreasonable; (iii) is it just and equitable to award an uplift or decrease because of the failure? (iv) if so by what percentage up to 25%?; taking into account (v) does the uplift overlap or potentially overlap with other general awards and if so what is the appropriate adjustment to the percentage?; (vi) applying a final sense-check to consider whether the overall sum is disproportionate and if so what further adjustment needs to be made? (*Rentplus v Coulson* [2022] EAT 81; *Slade v Biggs* [2021] EA-2019000687).

### *Interest*

49. The Tribunal is able to award interest on awards in claims for discrimination (s.124(2)(b) EqA 2010). The relevant rate is the judgment rate (*The Employment Tribunals (Interest on Awards in Discrimination Cases) (Amendment) Regulations 2013* ET(IADC) Regs), currently 8%. The period of interest for injury to feelings is from the date of the act of discrimination until the date on which the tribunal calculates the compensation. For all other sums the date of calculation is the mid-point of the date of the act of discrimination and the date of calculation (*Reg 6 Industrial Tribunal (Interest on Awards in Discrimination Cases) regulations 1996*).
50. The award of interest is discretionary. However it has been held to be an essential component of discrimination compensation by the European Court of Justice, leading to the implementation of the regulations (see *Komeng*, *ibid.*).

### **Tribunal's decision with reasons**

#### ***(1) Compensation for loss of earnings***

##### *18 December 2023 to 21 January 2024:*

51. The respondent does not dispute that the loss of earnings during this period were as a result of the discriminatory dismissal and no issue is raised as to mitigation of losses. We agree with this and accept that the claimant should be compensated in full for her loss of earnings in respect of this period.
52. However there is an error in the sum claimed in the schedule of loss as the date of dismissal given is 11 December 2023. As we found at the liability hearing, the effective date of termination was 18 December 2023. Using the agreed salary of £23,708 per year, this gives a weekly wage of £455.92. Therefore the amount we award for this period is: **£2,507.13**.

##### *22 January 2024 to 4 March 2024*

53. The claimant was employed by Royal Mail during this period and no compensation for loss of earnings is sought.

*Did the employment at Royal Mail break the chain of causation or were losses thereafter too remote?*

54. The respondent submits that the claimant's employment at Royal Mail and subsequent resignation was an intervening act which broke the chain of causation and therefore they should not be held liable for any losses thereafter.
55. We disagree and find that this period of employment did not break the chain of causation. This is for two reasons. Firstly, similarly to in the case of *Cowen* (ibid), this role was significantly different from the claimant's previous role. We accept her evidence that it was simply unsuited to her skill set and physical abilities. Secondly, we accept the claimant's evidence that during the period that she worked for Royal Mail, her mental health difficulties were heightened as a result of the dismissal. Because of both of these factors, we find that this role was never a realistic long-term alternative prospect for the claimant and it does not break the chain of causation.
56. As set out above, the respondent relies on a record from the Claimant's GP entries dated 7 March 2024. We find that this entry is consistent with the claimant's case. The information recorded is a snapshot of the situation as things then were, with an understandable focus on immediate stressors. It fits within the claimant's narrative that her difficulties at Royal Mail arose because of how she was feeling as a result of the respondent's discriminatory conduct.

*4 March 2024 to November 2024*

57. The claimant did not apply for any jobs during this period. The burden of proof is on the respondent to establish a failure to mitigate and they have not provided evidence of any alternative roles which would have been suitable for the claimant which were advertised during this period.
58. We accept the claimant's evidence that as a result of the discrimination, she was not able to apply for any jobs during this period of time. She mitigated her losses by claiming universal credit.

*November 2024 to 3 March 2025*

59. During this period the claimant applied for a number of roles. Again, the respondent has not provided any evidence of alternative suitable jobs which they say the claimant has unreasonably failed to apply for. We accept that the jobs she applied for were appropriate and she has attempted to mitigate her losses during this period.

*4 March 2025 to 13 July 2025*

60. There was a delay between the claimant's appointment to her role with Kent County Council and starting to work and earn money, while background checks were undertaken. We have considered whether this

delay breaks the chain of causation. We do not consider that it does. Her contract was subject to pre-employment checks. Given the type of work she was appointed to carry out there would need to be thorough safeguarding checks. There is nothing in the evidence to suggest that this period was unreasonable.

*Total compensation for loss of earnings 4 March 2025 to 13 July 2025*

61. We award the amount claimed for the period 4 March 2025 to 13 July 2025 as follows: £31,610.64 (earnings at rate of employment with respondent), less universal tax credit received of £5,565.52 = **£26,045.12**

*Loss of earnings 14 July 2025 to date of hearing*

62. The claimant has obtained employment at or above the rate of her previous earnings and does not seek compensation for loss of earnings after 13 July 2025.

*Total compensatory award for loss of earnings.*

63. The total compensatory award for loss of earnings is therefore: £2,507.13 plus £26,045.12 = **£28,552.25**

**(2) Compensation for Injury to Feelings**

64. We accept the claimant's description of the effect on her of the respondent's discriminatory acts, for the reasons given above. We accept that her witness statement reflects her feelings as described in her oral evidence.
65. We accept that the claimant suffered an initial period of impact on her mental health and self-esteem following the dismissal. She 'forced' herself to work from January to March 2024 despite this impact. However, she was unable to sustain this and suffered a significant period of difficulties from March 2024 to November 2024 when she was unable to leave the house. Following this, things improved slightly and she was able to start looking for work again. From March 2025 she was sufficiently well to recommence employment. However, she still suffers with some effects including an ongoing impact on her self-confidence, particularly in the work environment.
66. For the same reasons as set out above, we do not consider that the period of employment with Royal Mail broke the chain of causation in terms of the impact on the claimant's feelings.
67. We acknowledge that the claimant has an underlying mental health condition. This will have meant she was vulnerable to a heightened impact on her of the discrimination. We also accept, as does the claimant, that some of her distress would have been down to her underlying condition. There is no medical expert opinion to assist us in apportioning this but we must do the best we can having heard the claimant's evidence and taken into account all of the documents including the medical evidence.

68. We are satisfied that an award towards the lower end of the middle band of the *Vento* guidelines is appropriate. There are a number of other causes of the claimant's mental health difficulties and low mood. However we accept that a significant cause was the discrimination, and that the discriminatory acts exacerbated those underlying conditions.
69. We consider that an award of **£15,000** in respect of injury to feelings is proportionate and appropriate in all the circumstances.

*Aggravated damages*

70. We have considered whether the award for injury to feelings ought to be increased to reflect aggravated damages. Mr Yamba in his submissions relied on the claimant being told that there was no point in appealing the first written warning, and the failure by the respondent to refer the claimant to occupational health to investigate her health issues. These were both matters that we found had occurred in our liability judgment.
71. We do not consider that either of these factors are the kind of conduct which is envisaged to sound in aggravated damages. There is nothing particularly egregious, high-handed or overtly discriminatory in these acts. They are the kind of factors which the Tribunal regularly sees in claims for 'ordinary' unfair dismissal. There is no increase in the award to reflect aggravated damages.

*ACAS uplift*

72. The claimant relies on the same two factors as the basis for a 25% uplift for breach of the relevant ACAS code of practice. Applying the factors set out above, we accept that these are breaches and that they are unreasonable, on the basis of our findings in the liability judgment.
73. We consider that it is just and equitable to award an uplift because of these failures. They actively contributed to the chain of events which led to the discriminatory acts.
74. Considering the overlap with the award for injury to feelings, and applying a sense-check to the overall award, we consider that an uplift of 10% is appropriate.
75. The compensatory award is £28,552.25 loss of earnings + £15,000 injury to feelings = £43,552.25. 10% of this = **£4,355.22**

*ACAS deduction*

76. We accept, as argued by the respondent, that there was a breach of the ACAS code of practice by the claimant in failing to appeal the dismissal. However we do not consider that this is unreasonable in circumstances where she had been informed by HR that there would be no point in pursuing an appeal against her earlier written warning. In any event, we are satisfied that it would not be just and equitable to make any deduction in those circumstances.

*Interest*

77. We have a discretion as to whether to award interest. We agree that there is a good reason why interest is available in discrimination cases. The claimant has been kept out of her money for some time and we award interest at the judgment rate of 8% for the periods specified in the regulations.
78. This is calculated as follows:
79. Date of the acts of discrimination: 10 November 2023 and 11 December 2023. The effective date of termination (EDT) of employment was 18 December 2023. The date of calculation of damages is 5 November 2025 (the remedy hearing, also the date of the Tribunal's deliberations).
80. We adopt the date of 11 December 2023 in respect of the injury to feelings as it was the date of the decision to dismiss, made on 11 December 2023, which caused the majority of the claimant's injury to feelings.
81. This is a period of 696 days. Interest on £16,500 (injury to feelings award of £15,000 plus 10% uplift) at the rate of 8% is therefore **£2,513.42**.
82. We have used the mid-point of the effective date of termination (18 December 2023) to the date of calculation of losses (5 November 2025) as the relevant date for interest on compensation for loss of earnings. This is because the loss of earnings started on the EDT. The relevant date is therefore 26 November 2024.
83. This is a period of 345 days. Interest on £31,407.48 (loss of earnings award of £28,552.25 plus 10% uplift) at the rate of 8% is therefore **£2,374.24**.
84. The total interest awarded is therefore: **£4,887.66**

## Conclusion

85. Therefore, the claimant is entitled to the following payments from the respondent:
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  - b. Compensation for injury to feelings: **£15,000**
  - c. ACAS uplift of 10%: **£4,355.22**
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**Case No: 2302252/2024**

**Employment Judge Armstrong  
1 December 2025**

**RESERVED JUDGMENT & REASONS SENT TO THE PARTIES ON  
8<sup>th</sup> December 2025  
O.Miranda  
FOR EMPLOYMENT TRIBUNALS**



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  - (b) Compensation for injury to feelings;
  - (c) Aggravated damages;
  - (d) Adjustment for failure to comply with the ACAS guidance; and
  - (e) Interest.

### **Evidence**

5. The parties agreed to use the bundle submitted on behalf of the claimant which comprised **107** pages. Page references in **bold** refer to this bundle.
6. The bundle included a witness statement from the claimant dated 3 October 2025. She also gave oral evidence. The bundle also included a witness statement from Atholl Craigmyle, financial director of the respondent. After identifying the issues at the start of the hearing, Mr Hurst acknowledged that this statement was not relevant to the issues for the Tribunal to determine at this hearing and did not seek to rely on it.

### **Background**

7. The Tribunal made detailed findings of fact on liability in its oral judgment on 11 September 2025. We do not repeat those findings in this reserved judgment. The respondent was found to have discriminated the claimant because of something arising in consequence of her disability (migraine and anxiety / depression) by issuing her a first written warning on 10 November 2023 and by dismissing her from employment on 11 December 2023 with one week's notice (effective date of termination (EDT) 18 December 2023). The other claims presented by the claimant were dismissed.

### **Findings of Fact**

8. At the time of her dismissal, the claimant was suffering with migraines and depression / anxiety. These have been found by the Tribunal to meet the



definition of a disability in section 6 of the Equality Act 2010. They are underlying conditions which she has suffered with for some time. For example, in her GP records on 6 April 2020 it is recorded: *'suffers with depression and anxiety for many years.'* (102).

9. The claimant described the effect of the dismissal on her in her witness statement. For example, she stated that the discrimination *'has had a substantial and ongoing impact on my mental health, emotional wellbeing, and day-to-day functioning. This impact includes persistent sleep disturbance, heightened anxiety, and a profound loss of confidence in professional settings.'* (10). In cross-examination and submissions the respondent sought to discredit these assertions on the basis that the witness statement was not in the claimant's own words and appeared to have been written by her representative. However, her oral evidence was consistent with this witness statement. For example she told us, *'my self-esteem was impacted severely'*, she was *'struggling'*, and *'my emotional wellbeing just got so much worse'*.
10. We therefore accept the claimant's evidence regarding the impact on her as set out in her witness statement and oral evidence. She acknowledged that she had some support from her representative in drafting the witness statement and we accept that it is unlikely to have been drafted using only her own words, however we accept that it accurately reflects her experience at the time as set out therein and in her consistent oral evidence which clearly was in her own words.
11. Following her dismissal, the claimant initially actively sought work. In her oral evidence the claimant told us that she had financial issues therefore she had to *'force'* herself to look for work.
12. She applied for roles including Early Help Worker (Connect2Kent) on 2 January 2024 (45), Healthcare Support Worker (NHS) on 4 January 2024 (53), and 999 Emergency Call Handler on 4 January 2024 (51). We can also see that she applied for a customer service advisor role with Snodland which she was declined for on 5 January 2024 (47) and a role as Journey Coach at the Riverside Group, which she was refused for on 8 February 2024 (50).
13. On 17 January 2024, the claimant was offered a job with Royal Mail as a Postwoman earning £25,651 per annum, with a start date of 22 January 2024 (17). The respondent does not allege that there was any failure to mitigate her losses during the period 18 December 2023 to 22 January 2024.
14. She resigned from this post on 4 March 2024 due to worsening migraines and mental health difficulties. In her witness statement (paragraph 7), the claimant states:  
  
*'the roles available proved incompatible with my disabilities (migraines and anxiety/depression). The shifts, long hours, and physical demands (including driving and lifting) intensified my migraine symptoms and anxiety, rendering continued employment in those roles physically impossible. Consequently, I could not sustain that position, which underscores the need for continued loss adjustment in my favour and for*

*consideration of the impact of disability on my future employability and earning capacity. Due to the impact on my confidence and time, I resigned from the role.'*

15. Again, we accept the respondent's submission that this has been drafted with assistance from the claimant's representative. The paragraph lacks detail in that it refers to 'the roles available'. However, in her oral evidence, the claimant confirmed that she was specifically referring to the Royal Mail role. She confirmed in her oral evidence that she resigned from this role on 4 March 2024, which is the date given in her schedule of loss.
16. The claimant was asked about an entry in her GP records dated 7 March 2024 (99). The entry records a telephone consultation regarding depression. It is noted: *'started new job, very stressed, shouted by manager at Royal Mail, main reason for her problems are related to her new job, has taken time off yesterday, advised to speak to manager to sort out things, get in touch if more time off is needed'*
17. The chronology does not quite align with the date of 4 March 2024 being the end of her employment with Royal Mail but we do not consider that the matter of a few days either way significantly affects our decision on remedy.
18. Mr Hurst put to the claimant that this GP record suggests that as of 7 March 2024 her difficulties were due to her employment at Royal Mail, not arising from her employment with the Respondent. The claimant stated: *'Yes that was the reason then – but obviously it had more of an effect because it was like the same thing was happening to me in this new job as well as what happened to me from Hilton [...] I was still suffering emotionally [...] It was the same as what happened at Hilton – it was like it was coming back like it was going to happen again. It caused me to panic and caused stress.'*
19. The claimant also stated in oral evidence, in line with her witness statement, that the job at Royal Mail was more physically demanding than she had expected and it had an impact on her health. She said that she had made them aware of her disability but no reasonable adjustments were made. She confirmed that she left because of her mental health and migraines, stating *'I was suffering... I had no choice but to resign. It was just too much.'*
20. It is not disputed that around this time the respondent commenced County Court proceedings to recover a debt owed by the claimant to the respondent. Neither party produced evidence of this in advance of the hearing and Mr Yamba confirmed that this is not relied on by the claimant as something which should be compensated for in terms of aggravated damages. It was not complained of as an act of disability discrimination at the liability stage. It is therefore of limited relevance to this decision.
21. Between March and November 2024, the claimant did not make any applications for employment. Her witness statement states that some job applications have been deleted from her records. However in oral evidence the claimant clarified that whilst records held on the Reed

Recruitment portal have been deleted, the emails generated by those applications which appear in the bundle are in fact a complete record of the applications she made.

22. The claimant accepts that from March to November 2024 she did not search or apply for any roles due to her mental health. In her oral evidence she stated that there was a long period when *"I was really struggling."* She stated that after she left Royal Mail her mental health worsened and her migraines got more regular. She described that she *'just crashed out. I stayed indoors; I wouldn't go out. I just had too much going on in my mind that I didn't feel like it was healthy for me to go out and do anything.'*
23. She said that the discrimination impacted her confidence in applying for new jobs, stating, *'It affected my mental health a lot. Even putting in the applications I was really worrying about "are they going to accept me or not?" I felt traumatised by being dismissed- the way they did it. It has that feeling on me that whenever I am going to apply for another job or start working at another job, that is how they are going to act towards me.'*
24. The claimant started receiving Universal Credit on 1 May 2024 (until 13 July 2025) and credit for this is given in her schedule of loss (**6, 65-96**)
25. The claimant recommenced her search for employment in November 2024. She applied for roles as a courier with DPD on 8 November 2024 (**54**), as a field care supervisor for continuity of care service on 14 January 2025 (**56**), a dementia coordinator on 14 January 2025 (**58**), as a customer service advisor for Golding Homes on 17 January 2025 (**49**), as a physiotherapy apprentice on 11 February 2025 (**61**), and as a resettlement support worker on 26 March 2025 (**62**).
26. In cross-examination, the claimant was criticised for not applying for roles which were more similar to her role with the respondent. The claimant explained that apart from the DPD and customer advisor roles, the roles she applied for were in fact within the same sector (i.e. the care sector). We accept this and do not consider that the claimant acted unreasonably in applying for the jobs which she did.
27. On 3 March 2025, the claimant secured a role with Kent County Council as an Enablement Support Worker at £24,040 per annum (**38**). She did not start to work until July 2025 and her first payslip was dated 25 July 2025 (**42**). In her oral evidence, the claimant told us this was because of pre-application checks. The offer letter and contract both state that her employment is subject to receipt of various checks including a DBS check (**37, 39**).
28. It was put in cross-examination that Kent County Council recruit regularly and the claimant could have secured a similar role at an earlier date. No evidence of any earlier vacancies was provided by the respondent. We accept the claimant's evidence that she did not see any other roles advertised with Kent County Council before the one she secured. We also accept that because of the alerts she was receiving she would have been alerted had a similar role been advertised previously.

## **Relevant law**

*Principles of compensation*

29. Section 124(2) Equality Act 2010 (EqA 2010) provides that if the Employment Tribunal finds that an act of discrimination has occurred,

*‘The tribunal may:*

*a) make a declaration as to the rights of the complainant and the respondent in relation to the matters to which the proceedings relate;*

*b) order the respondent to pay compensation to the complainant;*

*c) make a recommendation that the respondent take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the complainant or any other person.’*

30. A declaration has been made that discrimination arising from disability in breach of section 15 Equality Act 2010 has occurred. No further declaration is sought. The claimant does not seek a recommendation in circumstances where she left the respondent’s employment some time ago and has since secured alternative employment. The respondent accepts that some compensation is appropriate. The issue between the parties is how much this ought to be.

31. Section 124(6) EqA 2010 provides that an award of compensation will correspond to the amount which could be awarded by the county court under section 119 EqA 2010, i.e. under the same principles that apply in tort. An award of damages may include compensation for injured feelings (s.119(4)).

32. The central principle is to put the claimant in the position, so far as reasonable, that she would have been in had the discrimination (tort) not occurred. Therefore, principles of causation and remoteness apply. The respondent will only be liable for losses or injury caused by the unlawful act. Damages may be limited if for example the claimant would have lost her job at some future point in any event, or if the losses claimed are too remote or unforeseeable. (*Ministry of Defence v Wheeler* [1998] IRLR 23 and *Chagger v Abbey National plc* [2010] IRLR 47).

*Loss of earnings*

33. In line with the principles of tort, the claimant is expected to take reasonable steps to minimise (or ‘mitigate’) her losses suffered as a consequence of the discrimination. The burden of proving a failure to mitigate is on the respondent and they must show that the claimant acted unreasonably (*Fyfe v Scientific Furnishing Ltd* [1989] IRLR 331).

34. The Tribunal will need to compare the financial benefits of any new job to the financial benefits the claimant would have received had she not been treated unlawfully (see *Chagger v Abbey National* *ibid.*).

35. The Court of Appeal has held that an employer’s liability for loss suffered by an unfairly dismissed employee does not necessarily cease once the

employee commences new employment of a permanent nature at an equivalent or higher salary. For example, where employment which appeared to be permanent comes to an end through no fault of the employee (*Dench v Flynn and Partners* [1998] IRLR 653).

36. Similarly, where a claimant took on a very different role in a new job after being dismissed, and the ET found that there was a strong possibility from the outset that his new employment would not continue beyond the probationary period, the EAT concluded that the only possible conclusion on the facts was that this did not break the chain of causation such as to make the losses too remote to be recoverable (*Cowen v Rentokil Initial Facility Services (UK) Ltd* EAT 0437/07).

### *Injury to feelings*

37. An award of injury to feelings is intended to compensate the claimant for feelings such as the anger, distress, upset, frustration, worry, anxiety, mental distress, humiliation, unhappiness, stress and depression caused by the unlawful treatment (*Vento v Chief Constable of West Yorkshire Police (No2)* [2003] IRLR 102).
38. The general principles which apply were set out by the EAT in *Prison Service v Johnson* [1997] IRLR 162. In summary: (i) the award is compensatory not punitive and should be just to both parties; (ii) awards should not be too low, as that would diminish respect for the policy of the anti-discrimination legislation. Equally, awards should be restrained and not excessive; (iii) awards should bear some broad general similarity to the whole range of awards in personal injury cases; (iv) the Tribunal should take into account the value in everyday life of the sum they have in mind; and (v) the Tribunal should bear in mind the need for public respect for the level of awards made.
39. The focus is on the actual injury suffered by the claimant and not the gravity of the acts of the respondent. This means that the 'eggshell skull' principle applies, i.e. that the compensator must take their victim as they find her. Even if the victim is unusually sensitive or susceptible, and the level of damage is higher than it would have been for another individual, the respondent will be liable for the full extent of the injury, provided that it flows from the act of discrimination. (*Komeng v Creative support Ltd* UKEAT/0275/18/JOJ, *Cadogan Hotel Partners Ltd v Ozog* EAT 0001/14, *Eddie Stobart Ltd v Graham* [2024] EAT 14, and *Shakil v Samsons Ltd* [2024] EAT 192).
40. Where discrimination exacerbates or accelerates the effect of a pre-existing condition, awards for injury to feelings should only reflect the exacerbation or acceleration. This can be difficult to assess in cases of disability discrimination but the assessment of damages or compensation should take account of any pre-existing disorder or vulnerability (see Hale LJ's obiter comments in *Hatton v Sutherland and other cases* [2002] ICR 613, CA, approved and applied in *Thaine v LSE* [2010] ICR 1422, EAT and *BAE Systems (operations) Ltd v Konczak* [2018] ICR 1, CA).
41. In *Vento* (see above) the Court of Appeal identified three broad bands of compensation and set out the following guidance:

*'1) The top band should normally be between £15,000 and £25,000. Sums in this range should be awarded in the most serious cases, such as where there has been a lengthy campaign of discriminatory harassment on the ground of sex or race. Only in the most exceptional case should an award of compensation for injury to feelings exceed £25,000;*

*2) The middle band of between £5,000 and £15,000 should be used for serious cases, which do not merit an award in the highest band;*

*3) Awards of between £500 and £5,000 are appropriate for less serious cases, such as where the act of discrimination is an isolated or one-off occurrence. In general, awards of less than £500 are to be avoided altogether, as they risk being regarded as so low as not to be a proper recognition of injury to feelings.'*

42. The bands have subsequently been updated in *De Souza v Vinci Construction (UK) Ltd* [2017] EWCA Civ 1288 and annual Presidential Guidance.

43. The relevant guidance is that in place at the date of presentation of the claim. This claim was presented on 27 February 2024. Therefore the relevant guidelines are those issued on 24 March 2023. The bands are as follows:

*'In respect of claims presented on or after 6 April 2023, the "Vento bands" shall be as follows: a lower band of £1,100 to £11,200 (less serious cases); a middle band of £11,200 to £33,700 (cases that do not merit an award in the upper band); and an upper band of £33,700 to £56,200 (the most serious cases), with the most exceptional cases capable of exceeding £56,200.'*

44. The claimant in her schedule of loss erroneously refers to the figures in the 2025 guidance.

#### *Aggravated damages*

45. Aggravated damages are an aspect of injury to feelings and are awarded on the basis and to the extent that the aggravating features have increased the impact on the claimant. They may be appropriate where the discriminatory act is done in an exceptionally upsetting way (i.e. high-handed, malicious, insulting or oppressive), is evidently based on a discriminatory motive, or where subsequent conduct warrants it e.g. where litigation conduct is unnecessarily oppressive. The Tribunal must be aware of the risk of double recovery and any award must be proportionate (see e.g. *Police of the Metropolis v Shaw* UKEAT/0125/11/ZT, *Zaiwalla & Co v Walia* [2002] UKEAT/451/00).

#### *ACAS adjustment*

46. Pursuant to s.207 Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A 1992) an award of compensation can be increased or decreased by up to 25% if a party has unreasonably failed to comply with

a relevant code of practice. This applies in proceedings under the EqA 2010 (Sched A2 TULR(C)A 1992).

47. It is agreed that the ACAS Code of Practice on disciplinary and grievance procedures is engaged in this case.
48. Guidance suggests therefore that we must consider: (i) whether there has been a failure to comply; (ii) was that failure unreasonable; (iii) is it just and equitable to award an uplift or decrease because of the failure? (iv) if so by what percentage up to 25%?; taking into account (v) does the uplift overlap or potentially overlap with other general awards and if so what is the appropriate adjustment to the percentage?; (vi) applying a final sense-check to consider whether the overall sum is disproportionate and if so what further adjustment needs to be made? (*Rentplus v Coulson* [2022] EAT 81; *Slade v Biggs* [2021] EA-2019000687).

### *Interest*

49. The Tribunal is able to award interest on awards in claims for discrimination (s.124(2)(b) EqA 2010). The relevant rate is the judgment rate (*The Employment Tribunals (Interest on Awards in Discrimination Cases) (Amendment) Regulations 2013* ET(IADC) Regs), currently 8%. The period of interest for injury to feelings is from the date of the act of discrimination until the date on which the tribunal calculates the compensation. For all other sums the date of calculation is the mid-point of the date of the act of discrimination and the date of calculation (*Reg 6 Industrial Tribunal (Interest on Awards in Discrimination Cases) regulations 1996*).
50. The award of interest is discretionary. However it has been held to be an essential component of discrimination compensation by the European Court of Justice, leading to the implementation of the regulations (see *Komeng*, *ibid.*).

### **Tribunal's decision with reasons**

#### ***(1) Compensation for loss of earnings***

##### *18 December 2023 to 21 January 2024:*

51. The respondent does not dispute that the loss of earnings during this period were as a result of the discriminatory dismissal and no issue is raised as to mitigation of losses. We agree with this and accept that the claimant should be compensated in full for her loss of earnings in respect of this period.
52. However there is an error in the sum claimed in the schedule of loss as the date of dismissal given is 11 December 2023. As we found at the liability hearing, the effective date of termination was 18 December 2023. Using the agreed salary of £23,708 per year, this gives a weekly wage of £455.92. Therefore the amount we award for this period is: **£2,507.13**.

##### *22 January 2024 to 4 March 2024*

53. The claimant was employed by Royal Mail during this period and no compensation for loss of earnings is sought.

*Did the employment at Royal Mail break the chain of causation or were losses thereafter too remote?*

54. The respondent submits that the claimant's employment at Royal Mail and subsequent resignation was an intervening act which broke the chain of causation and therefore they should not be held liable for any losses thereafter.
55. We disagree and find that this period of employment did not break the chain of causation. This is for two reasons. Firstly, similarly to in the case of *Cowen* (ibid), this role was significantly different from the claimant's previous role. We accept her evidence that it was simply unsuited to her skill set and physical abilities. Secondly, we accept the claimant's evidence that during the period that she worked for Royal Mail, her mental health difficulties were heightened as a result of the dismissal. Because of both of these factors, we find that this role was never a realistic long-term alternative prospect for the claimant and it does not break the chain of causation.
56. As set out above, the respondent relies on a record from the Claimant's GP entries dated 7 March 2024. We find that this entry is consistent with the claimant's case. The information recorded is a snapshot of the situation as things then were, with an understandable focus on immediate stressors. It fits within the claimant's narrative that her difficulties at Royal Mail arose because of how she was feeling as a result of the respondent's discriminatory conduct.

*4 March 2024 to November 2024*

57. The claimant did not apply for any jobs during this period. The burden of proof is on the respondent to establish a failure to mitigate and they have not provided evidence of any alternative roles which would have been suitable for the claimant which were advertised during this period.
58. We accept the claimant's evidence that as a result of the discrimination, she was not able to apply for any jobs during this period of time. She mitigated her losses by claiming universal credit.

*November 2024 to 3 March 2025*

59. During this period the claimant applied for a number of roles. Again, the respondent has not provided any evidence of alternative suitable jobs which they say the claimant has unreasonably failed to apply for. We accept that the jobs she applied for were appropriate and she has attempted to mitigate her losses during this period.

*4 March 2025 to 13 July 2025*

60. There was a delay between the claimant's appointment to her role with Kent County Council and starting to work and earn money, while background checks were undertaken. We have considered whether this



delay breaks the chain of causation. We do not consider that it does. Her contract was subject to pre-employment checks. Given the type of work she was appointed to carry out there would need to be thorough safeguarding checks. There is nothing in the evidence to suggest that this period was unreasonable.

*Total compensation for loss of earnings 4 March 2025 to 13 July 2025*

61. We award the amount claimed for the period 4 March 2025 to 13 July 2025 as follows: £31,610.64 (earnings at rate of employment with respondent), less universal tax credit received of £5,565.52 = **£26,045.12**

*Loss of earnings 14 July 2025 to date of hearing*

62. The claimant has obtained employment at or above the rate of her previous earnings and does not seek compensation for loss of earnings after 13 July 2025.

*Total compensatory award for loss of earnings.*

63. The total compensatory award for loss of earnings is therefore: £2,507.13 plus £26,045.12 = **£28,552.25**

**(2) Compensation for Injury to Feelings**

64. We accept the claimant's description of the effect on her of the respondent's discriminatory acts, for the reasons given above. We accept that her witness statement reflects her feelings as described in her oral evidence.
65. We accept that the claimant suffered an initial period of impact on her mental health and self-esteem following the dismissal. She 'forced' herself to work from January to March 2024 despite this impact. However, she was unable to sustain this and suffered a significant period of difficulties from March 2024 to November 2024 when she was unable to leave the house. Following this, things improved slightly and she was able to start looking for work again. From March 2025 she was sufficiently well to recommence employment. However, she still suffers with some effects including an ongoing impact on her self-confidence, particularly in the work environment.
66. For the same reasons as set out above, we do not consider that the period of employment with Royal Mail broke the chain of causation in terms of the impact on the claimant's feelings.
67. We acknowledge that the claimant has an underlying mental health condition. This will have meant she was vulnerable to a heightened impact on her of the discrimination. We also accept, as does the claimant, that some of her distress would have been down to her underlying condition. There is no medical expert opinion to assist us in apportioning this but we must do the best we can having heard the claimant's evidence and taken into account all of the documents including the medical evidence.

68. We are satisfied that an award towards the lower end of the middle band of the *Vento* guidelines is appropriate. There are a number of other causes of the claimant's mental health difficulties and low mood. However we accept that a significant cause was the discrimination, and that the discriminatory acts exacerbated those underlying conditions.
69. We consider that an award of **£15,000** in respect of injury to feelings is proportionate and appropriate in all the circumstances.

*Aggravated damages*

70. We have considered whether the award for injury to feelings ought to be increased to reflect aggravated damages. Mr Yamba in his submissions relied on the claimant being told that there was no point in appealing the first written warning, and the failure by the respondent to refer the claimant to occupational health to investigate her health issues. These were both matters that we found had occurred in our liability judgment.
71. We do not consider that either of these factors are the kind of conduct which is envisaged to sound in aggravated damages. There is nothing particularly egregious, high-handed or overtly discriminatory in these acts. They are the kind of factors which the Tribunal regularly sees in claims for 'ordinary' unfair dismissal. There is no increase in the award to reflect aggravated damages.

*ACAS uplift*

72. The claimant relies on the same two factors as the basis for a 25% uplift for breach of the relevant ACAS code of practice. Applying the factors set out above, we accept that these are breaches and that they are unreasonable, on the basis of our findings in the liability judgment.
73. We consider that it is just and equitable to award an uplift because of these failures. They actively contributed to the chain of events which led to the discriminatory acts.
74. Considering the overlap with the award for injury to feelings, and applying a sense-check to the overall award, we consider that an uplift of 10% is appropriate.
75. The compensatory award is £28,552.25 loss of earnings + £15,000 injury to feelings = £43,552.25. 10% of this = **£4,355.22**

*ACAS deduction*

76. We accept, as argued by the respondent, that there was a breach of the ACAS code of practice by the claimant in failing to appeal the dismissal. However we do not consider that this is unreasonable in circumstances where she had been informed by HR that there would be no point in pursuing an appeal against her earlier written warning. In any event, we are satisfied that it would not be just and equitable to make any deduction in those circumstances.

*Interest*

77. We have a discretion as to whether to award interest. We agree that there is a good reason why interest is available in discrimination cases. The claimant has been kept out of her money for some time and we award interest at the judgment rate of 8% for the periods specified in the regulations.
78. This is calculated as follows:
79. Date of the acts of discrimination: 10 November 2023 and 11 December 2023. The effective date of termination (EDT) of employment was 18 December 2023. The date of calculation of damages is 5 November 2025 (the remedy hearing, also the date of the Tribunal's deliberations).
80. We adopt the date of 11 December 2023 in respect of the injury to feelings as it was the date of the decision to dismiss, made on 11 December 2023, which caused the majority of the claimant's injury to feelings.
81. This is a period of 696 days. Interest on £16,500 (injury to feelings award of £15,000 plus 10% uplift) at the rate of 8% is therefore **£2,513.42**.
82. We have used the mid-point of the effective date of termination (18 December 2023) to the date of calculation of losses (5 November 2025) as the relevant date for interest on compensation for loss of earnings. This is because the loss of earnings started on the EDT. The relevant date is therefore 26 November 2024.
83. This is a period of 345 days. Interest on £31,407.48 (loss of earnings award of £28,552.25 plus 10% uplift) at the rate of 8% is therefore **£2,374.24**.
84. The total interest awarded is therefore: **£4,887.66**

## Conclusion

85. Therefore, the claimant is entitled to the following payments from the respondent:
- a. Compensation for loss of earnings: **£28,552.25**
  - b. Compensation for injury to feelings: **£15,000**
  - c. ACAS uplift of 10%: **£4,355.22**
  - d. Interest: **£4,887.66**
86. The total amount awarded is: **£52,795.13**

**Case No: 2302252/2024**

**Employment Judge Armstrong  
1 December 2025**

**RESERVED JUDGMENT & REASONS SENT TO THE PARTIES ON  
8<sup>th</sup> December 2025  
O.Miranda  
FOR EMPLOYMENT TRIBUNALS**