



EMPLOYMENT TRIBUNALS

Claimant: Mr T Adeloje
Respondents: (1) Royal Mail Group Ltd
(2) Angard Staffing Solutions Limited

Heard at: Watford Employment Tribunal
On: 19 November 2025

Before: Employment Judge Dick,
Dr B Von Maydell-Koch
Mr D Bean

Representation

Claimant: In person, assisted by an intermediary and an interpreter
Respondent: Mr S Peacock (solicitor)

JUDGMENT ON REMEDY

The following is the unanimous decision of the full Tribunal:

1. It is just and equitable to reduce the basic award payable to the claimant by 75 % because of the claimant's conduct before the dismissal.
2. The second respondent shall pay the claimant a basic award of £1,687.88 (that being the appropriate amount following the 75% reduction referred to above).
3. There is a 100 % chance that the claimant would have been fairly dismissed in any event. There is therefore no compensatory award.
4. The claimant caused or contributed to the dismissal by blameworthy conduct and it would have just and equitable to reduce any compensatory award payable to the claimant by 75 %.
5. The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply to this award.

The following is the decision of Employment Judge Dick alone:

6. The claimant's application for reconsideration of the above judgment is refused under rule 70(2). There is no reasonable prospect of the judgment being varied or

revoked.

REASONS

INTRODUCTION

1. Liability in this case was decided by way of a reserved judgment and reasons sent to the parties on 21 June 2025. Employment Judge Dick refused the claimant's request to reconsider that decision under rule 70(2) in a judgment and reasons sent to the parties on 24 September 2025. A remedy hearing had been due to take place on 30 September 2025, but unfortunately that hearing had to be adjourned as an intermediary had not been booked for the claimant. The remedy hearing eventually did take place on 19 November 2025. The Tribunal gave an oral judgment and reasons that day. Written reasons were not requested at the hearing, but the claimant sent a request for reasons by email that evening. This request was passed to Employment Judge ("EJ") Dick on 27 November 2025. Before EJ Dick had had the opportunity to prepare a written judgement and reasons, the claimant sent in his request, on 1 December 2025, for a reconsideration of the judgment on remedy. EJ Dick decided to deal with the judgment, reasons and reconsideration request in one document. Although that resulted in some delay in the claimant receiving the written judgment, EJ Dick considered that it was desirable to do so in order to avoid duplication of work. EJ Dick nevertheless apologises for the time it had taken to prepare this final document, due in part to holiday periods and to pressure of other work.
2. In his request for reasons the claimant also complained that he had not received the reserved decision on liability until some time after the date the Tribunal recorded it had been sent. EJ Dick referred that point to the Tribunal's administration and these reasons do not deal with it.

REASONS FOR THE JUDGMENT ON REMEDY

3. The written request for reasons contained a request that the reasons deal with a number of specified points, some of which were plainly based upon misunderstandings of what the Tribunal had actually decided. For example, the claimant wrongly stated that a 95% deduction had been applied for contributory fault. The claimant also asserted that the Tribunal had concluded that his "belief that the two main witnesses had fabricated their allegations" amounted to misconduct and/or justified reducing the damages, when in fact the Tribunal had decided no such thing. How the claimant had arrived at such fundamental misunderstandings mere hours after the hearing is unclear given that he had the assistance of an interpreter (who only needed to help on occasions given the high standard of the claimant's English) and an intermediary throughout the process. The claimant was not obliged to provide grounds for the request for reasons and these written reasons do not attempt to cover every point in the claimant's request. They simply set out the reasons for the decision.

Procedure

4. We were provided with a 224 page bundle for the hearing and a number of other

documents which included various written submissions from the claimant, a schedule and counter-schedule of loss. There was also a new witness statement from Mr Mullen, whom the respondent decided not to call. We did not need to decide whether to give Mr Mullen's unsworn evidence any weight since, in the event, there was nothing in his statement which assisted us in making any of the decisions we needed to make. The claimant gave evidence and was cross-examined on behalf of the respondent.

Further findings of fact

5. We have of course already made a number of relevant factual findings in our decision on liability. Any further findings of fact we make, as last time, are on the balance of probabilities.
6. The first set of factual findings concern a week's pay for the claimant. There was no dispute that we should take an average of the gross pay that the claimant had received over the 12 weeks nearest to his dismissal for which he had received any pay (e.g. if he did not receive any pay in week 12, week 13 was instead taken into account). That calculation came to £688.33, which is a little over the applicable statutory cap which, on the date of dismissal was £643, so we take the claimant's weekly wage, applying the statutory cap, to have been £643.
7. The next point in issue was how many years the claimant was in continuous employment. In short, we accept the respondent's submission that he was in continuous employment for seven full years. For each of those, the claimant was not below the age of 41. The claimant suggested we should take into account a longer period than that, originally asserting that he had worked for Royal Mail since Christmas 2013 and that he was continuously employed since then. But, in fact, he accepted that that engagement for Royal Mail had been on a casual basis and that there were significant breaks, so we did not need to decide whether the respondent was right or not to say the claimant was not in fact an employee from 2013. The point is that he was only in continuous employment from either December 2015, as the claimant says, or January 2016, as the respondent says, and, in fact, the result is the same whichever of those is correct. The claimant was continuously employed for seven years (as in fact is made clear at paragraph 31 of the judgment on liability).
8. As to the disciplinary process, we had already made a factual finding that the respondent acted reasonably in suspending the claimant. We further find that the respondent was entitled to do so without paying the claimant during the period of suspension, because there was no contractual obligation to offer the claimant any particular number of hours each week or month.
9. We have already found, on the balance of probabilities, that the claimant did the conduct that the respondent alleged against him and that there was no conspiracy against him (see in particular paragraphs 86 and 87 of the liability judgment). On the basis of those findings and in particular that the claimant did do the conduct that was alleged, even given the procedural failures in this case, in our judgment, it is still appropriate to come to the conclusion that, as a matter of fact, the claimant was wholly to blame for his dismissal. That does not necessarily mean that we must make a 100% reduction for contributory fault; we deal with the appropriate

reduction in our *Conclusions* below.

10. For the reasons set out under the heading *Conclusions* below, we considered that it was appropriate to reduce any compensatory award by 100%. It was therefore not strictly necessary for us to make any further factual findings relevant to the compensatory award, but we do think it appropriate to record the following.
11. It follows from what we have decided so far about the respondent's right to suspend the claimant without pay, that any compensatory period would have to start from 6 October 2023, in other words, the date of termination. We accept on the basis of the claimant's evidence that he made reasonable efforts to find new work from 6 October, or to put it more accurately, the respondent has not disproved that. As the claimant told us, he got to the point where he was offered work (by DHL) having applied around April/May 2024 and he was asked to come in to sign some papers in August. We accept, given the claimant's personal circumstances, that it was reasonable that it took him 10 months to find that alternative work. So, we find that the respondent has not proved a failure to mitigate loss up to August. If not for reductions under *Polkey* (see below) or for contributory fault, we would have found that the claimant would be entitled to compensation up to August 2024. The reason the compensation would have stopped in August is as follows. The claimant's evidence was that he had decided not to go in and sign the papers relating to the offer of employment in August. As best as we could understand it, he was saying that he made that decision because he had been led to expect an offer of settlement from this respondent. We do not accept that that would have been a good reason not to take on alternative work. The claimant also suggested that he stopped work to prepare for these proceedings. Again, we do not accept that it would have been reasonable to do that in the circumstances. We accept the respondent's submissions that what in fact happened was what the claimant himself had said in some of his own written submissions (albeit that it conflicts with his later assertions that he was and remained willing to work). As the claimant had set out in his written submissions, he effectively retired in order to care for various members of his family. We do not need to set out in this public document all of the difficulties that his family members faced but, even if the claimant, as he says, was planning on working in the evenings and caring for those people during the day, that simply, in our judgment, would not have been a sustainable arrangement, so we would have found, even without *Polkey* and contributory fault, that the claimant would not have been entitled to any compensation past August 2024.

Law

Reinstatement or reengagement

12. By ss 112 to 114 of the Employment Rights Act 1996 ("ERA") the Tribunal may make orders for reinstatement or reengagement if a claimant asks it to. An order for reinstatement is an order that the employer shall treat the claimant in all respects as if they had not been dismissed – the claimant is given their original job back. An order for reengagement is an order that the claimant be given a comparable job. Note the use of the word *may* in s 112(3) – the Tribunal has a discretion whether to make the orders, i.e. it is not obliged to make the orders. By s 116, in exercising its discretion the Tribunal must consider whether it is

practicable for the employer to comply with the order and, where the complainant caused or contributed to some extent to the dismissal, whether it would be just to make the order. If no order is made for reinstatement or reengagement, the Tribunal must go on to make an award of compensation.

Compensation for unfair dismissal

13. The award for compensation for unfair dismissal is assessed under two heads on the principles set out at ss 118 to 126 of ERA.
14. The first head is the basic award, which is calculated on a formula based on age, length of service and gross weekly pay. A week's pay is subject to a statutory maximum ("cap").
15. The second head is the compensatory award, generally calculated net of tax. In this case, applying the principles set out below, we decided that it would be appropriate to reduce any compensatory award to zero. It was therefore unnecessary for us to calculate what the compensatory award would have been and so we do not set out here the law relating to such issues as past and future loss, mitigation of loss, uplifts for breach of the Acas code etc. Similarly, the Recoupment Regulations (i.e. the Employment Protection (Recoupment of Benefits) Regulations 1996) apply only to the part of a compensatory award relating to immediate loss. Since there is no compensatory award, the regulations could not apply in this case.

Reduction of awards

16. In accordance with the principles set out in *Polkey v AE Dayton Services Ltd* [1987] UKHL 8, the Tribunal may make an adjustment to the compensatory aspect of the award for damages on the grounds that if a fair process had been followed by the respondent in dealing with the claimant's case, the claimant might still have been fairly dismissed. The principle applies whether a dismissal is procedurally or substantively unfair, since the distinction between the two is difficult to draw in practice. The question is what the particular employer would have done, not what a hypothetical fair employer would have done. The burden of proving that an employee would have been dismissed in any event is on the employer.
17. Separately to *Polkey*, adjustments may also be made to the basic and compensatory elements of any award on the basis of "contributory fault". S 122(2) deals with the basic award: "Where the tribunal considers that any conduct of the complainant before the dismissal ... was such that it would be just and equitable to reduce or further reduce the amount of the basic award to any extent, the tribunal shall reduce or further reduce that amount accordingly." S 123(6) ERA deals with the compensatory award: "Where the tribunal finds that the dismissal was to any extent caused or contributed to by any action of the complainant, it shall reduce the amount of the compensatory award by such proportion as it considers just and equitable having regard to that finding."

18. In *Steen v ASP Packaging Ltd* [2014] ICR 56 at para 11 the EAT said that when the Tribunal considers reducing the basic and compensatory awards on account of the claimant's conduct it must: (1) identify the conduct which is said to give rise to the possible contributory fault; (2) having identified that, ask itself whether that conduct is blameworthy; (3) ask whether the blameworthy conduct identified caused or contributed to the dismissal and (4) decide what the extent of the reduction should be. As the same case makes clear, there is no question of considering the band of reasonable responses – it is the Tribunal's view alone which matters. The EAT also said that a finding that a claimant was 100% responsible for his dismissal, and that it would therefore be just and equitable to reduce compensation by that amount (i.e. to zero), would be unusual (para 17) or exceptional (para 18) but was permissible.
19. In *Hollier v Plysu Ltd* 1983 IRLR 260 the EAT had suggested (and the Court of Appeal implicitly agreed at para 18) that the contribution should be assessed broadly and should generally fall within the following categories: employee wholly to blame (100% reduction); employee largely to blame (75%); employer and employee equally to blame (50%); employee slightly to blame (25%). A finding that an employee's conduct is the sole cause of his or her dismissal will not inevitably result in a zero award; a Tribunal might still have to modify the percentage reduction in light of what is just and equitable (*Lemonious v Church Commissioners* UKEAT/0253/12/KN).
20. In *Rao v Civil Aviation Authority* [1994] IRLR 240 the Court of Appeal held that a Tribunal is entitled to reduce a compensatory award both for contributory conduct (under what is now s 123 ERA) and to reflect a finding that if a fair procedure had been followed then there was a chance that dismissal would still have happened (i.e. a *Polkey* reduction). The deduction under the *Polkey* principle may very well have a significant bearing on what further deduction should be made for contributory conduct, so the Tribunal should first apply the *Polkey* principle and then consider contributory conduct. Since the deduction made under *Polkey* could affect what was the just and equitable deduction from the compensatory award for contributory conduct, the latter would not necessarily be the same as any deduction from the basic award for contributory conduct. But, if a different percentage is to be applied to the reductions in the compensatory and basic awards, the basis for that conclusion should be set out (*Dee v Suffolk County Council* EAT 0180/18).

Conclusions

Reinstatement or re-engagement

21. Reinstatement or re-engagement are simply not realistic in the circumstances of this case, where we have made factual findings that the claimant did do the misconduct that he was accused of. It is not appropriate to make either order given that the claimant was entirely responsible for his own dismissal. We therefore do not need to go on to consider the respondent's arguments about whether or not it would be impracticable for him to take up further work for the respondent.

Basic award

22. So far as the basic award is concerned, before any reduction the appropriate sum is 10.5 (i.e. 1½ times the 7 years in continuous employment) x £643, which is £6,751.50.
23. We consider now the appropriate reduction to that basic award for contributory conduct. The conduct giving rise to the contributory fault is set out at paragraph 86 of our judgment on liability. Plainly that conduct was blameworthy and we have already found that it contributed wholly to the claimant's dismissal. The question is what the extent of the reduction should be. In deciding what is just and equitable here we have taken account of the fact that the compensatory award will be reduced to zero by the *Polkey* reduction. A 100% reduction for contributory conduct, as the Employment Appeal Tribunal has made clear, is rare and it is not inevitable even where someone has been wholly to blame for their dismissal. We do consider that it would be just and equitable to reduce the amount, though not by 100%. The reduction we arrive at having considered all of the above points is 75%. Reducing the sum of £6,751.50 by 75% leaves a final figure of £1,687.88.

Compensatory award

24. In considering what a fair procedure would in fact have entailed we conclude, taking account of the factual findings we have already made, that it would have taken the same amount of time as the respondent's procedure did, even if more witnesses had, as they should have been, been involved. The next question for us then is, would a fair procedure still have resulted in the respondent finding that the claimant did the misconduct? The short answer to that question in our judgment is, yes. We put no weight on the unsworn new evidence of Mr Mullen in coming to that conclusion, but instead, draw our own conclusions from those facts that have already been established. We accept that a number of witnesses were not interviewed in this case but we consider that it would be inappropriate to speculate on what they might have said had anybody asked them. We simply do not know. It is right to say though that, on the basis of the findings we have already made, it would have been quite possible only for Ms Buffin and Mr Dobe to have heard the comments that the claimant made. On the basis of all of that, we consider that Mr Mullen would still have believed Ms Buffin, who we of course ourselves found to be a credible witness.
25. We therefore have to go on to consider what would have been the result upon the finding that the claimant had done what he was accused of. It is clear in our judgment that that conduct amounted to gross misconduct. The claimant continued to deny that he had done it so we accept that there was, in the circumstances, no realistic scope for a lesser sanction such as training or further reflection. Given what was alleged, in our judgment dismissal by the respondent was inevitable even in the absence of any previous disciplinary findings. We also accept the respondent's point that, whatever might have happened during the disciplinary process, Royal Mail was always going to refuse to have the claimant back on its site because of the allegations being made about him by two people

who were of course Royal Mail employees. That, in our judgment, would inevitably have tied Angard's hand to a significant extent. There is also the point of course, that with the claimant maintaining that a Royal Mail manager and Ms Buffin had conspired against him, not just that they were wrong, it is hard to see how employment could have continued for any appreciable time, although, as Mr Peacock fairly points out, the employment may have ended on notice if that was the only difficulty from the claimant's point of view. But, putting all of that together, even if there had been a fair process, in our judgment, there is a 100% chance that the result would have been the same and that the process would have taken the same amount of time and that the claimant would not have been paid during the period of his suspension. The appropriate reduction under *Polkey* must therefore be 100%.

26. Given that finding, as we have already explained, there is no need for us to come to conclusions on what the appropriate compensatory award would have been in the absence of a 100% reduction, but we do record the following.
27. We accept the respondent's submissions that many of the things which the claimant says were breaches of the Acas Code were found by us to have been reasonable actions (see paras 182 to 186 of the liability judgment). However, as we set out at paras 187 to 191 the respondent did breach the Code, by failing to carry out necessary investigations to establish the facts of the case. This was a significant breach and we would have awarded a 10% uplift in the circumstances but, of course, that is a 10% uplift on zero and so that is rather an academic point.
28. Likewise, also an academic point is how we would have reduced the compensatory award for the claimant's contributory conduct. It is a slightly different test to the test we have already applied to the basic award. We have to consider whether the dismissal was to any extent caused or contributed to by any action of the claimant. Clearly, in our judgment, the conduct was culpable or blameworthy. It caused the dismissal and, equally clearly in our judgment, it is just and equitable to reduce the award and we would in the circumstances have arrived at the same 75%. But again, so far as the compensatory award is concerned, that 75% is of zero.
29. We have already addressed why we would not have awarded damages for the pre-dismissal suspension period. It is also unclear to us the basis on which the claimant seeks to recover pension credit payments which, it seems to us, would have been made to him by the government. Likewise, we do not see that there is a basis for the claimant recovering travel costs and costs incurred in caring for his relatives since his dismissal. And, as we made clear to the claimant, the law simply does not permit us to compensate the claimant for injury to feelings for his unfair dismissal. So, for all of those reasons, the final award is in the sum of £1,687.87, i.e. the basic award reduced by 75 %.

REASONS FOR REFUSAL OF THE REQUEST FOR RECONSIDERATION

Law

30. By rule 68(1), the Tribunal may, on the application of a party, reconsider any judgment where it is in the interests of justice to do so. A judgment under

reconsideration may be confirmed, varied or revoked. Rule 69 requires that, except where it is made during a hearing, an application for reconsideration must be made in writing within 14 days of the date on which the judgment, or the written reasons for the judgment, were sent to the parties. Rule 70(2) says that, upon receipt of an application made under rule 69, if the Tribunal considers that there is no reasonable prospect of the judgment being varied or revoked, the application must be refused. This consideration will be by a judge alone even if the original decision was made by a full Tribunal. It is only if the judge does not so consider that the parties are invited to make written representations and the Tribunal then decides whether to conduct a reconsideration at a hearing or on the papers.

Decision

31. In this case, the application for reconsideration of the judgment was made before the time limit set by rule 69 took effect. This case illustrates why it is appropriate for a party to wait until receipt of the written reasons – it at least reduces the chances of applications for reconsideration being made upon the basis of mistaken understandings of the decision. Nevertheless it seems to me to be in the parties' interests to consider the application now, so I (i.e. EJ Dick alone) go on to consider whether there is no reasonable prospect of the judgment being varied or revoked.
32. In my judgment there is no reasonable prospect of the Tribunal's remedy judgment being varied or revoked, having in mind the test which the Tribunal would have to apply upon reconsideration, namely whether it is necessary in the interests of justice. I therefore refuse the application for reconsideration, for the following reasons.
33. At points 1, 3 and 4 of the application, the claimant refers to a bereavement he suffered on 1 October 2025 which he says affected his conduct of and preparation for the 19 November hearing. While I have every sympathy for the claimant's loss, he could and should have raised the issue before or during the hearing. The general principle is that the parties are entitled to finality in litigation; relevant matters should be raised at the time of the hearing and not afterwards. Further, I note that although the claimant asserts that he would have prepared better for the hearing if not for the bereavement, he does not in fact indicate anything that he might have done differently and there is no suggestion that the relevant evidence was not before the Tribunal. Points 4 and 5 further assert that the claimant received various documents, including the reserved judgment on liability, late. Whether or not that is correct, the claimant had received the respondent's bundle, which contained the judgment on liability, in good time for the hearing. The claimant's assertion that he did not know he could raise late service with the Tribunal cannot be right – according to my note he did raise the issue at the November hearing and eventually accepted that the respondent's bundle did not contain any document with which he had not already been provided in advance. Points 2 and 6 are based entirely on misunderstandings about what the Tribunal actually decided.

Approved by:

Employment Judge Dick

10 February 2026

JUDGMENT SENT TO THE PARTIES ON

11 February 2026.....

.....
FOR THE TRIBUNAL OFFICE

Notes

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/