EMPLOYMENT TRIBUNALS

Claimant: Mr C Lindo
Respondent: Hats Group Ltd

Heard at: Watford **On:** 2 February 2026

Before: Employment Judge Dick
Mr D Bean
Mrs S Boot

Representation
Claimant: In person
Respondent: Mr Overs (litigation consultant)

RESERVED JUDGMENT ON REMEDY

1. The unanimous decision of the Tribunal is that the respondent must pay the claimant damages of £ 34,380.76 under the Equality Act 2010.
2. The sum is calculated as follows:
    a. Losses up to date of hearing (subject to all the adjustments detailed below): £ 6,687.84;
    b. Injury to feelings: £ 22,000.00;
    c. Total award without interest and not grossed-up: £ 28,687.84;
    d. Interest of £ 4,816.77 ;
    e. Final award after grossing up and interest £ 34,380.76 .

This award is payable within 14 days of the date that this Judgment is sent to the parties.

REASONS

INTRODUCTION

1. Liability in this case was determined at a final hearing in March and April 2025, with the decision by way of a reserved judgement and reasons. The claimant succeeded in some of his complaints of direct race discrimination.

2. This hearing was listed to consider and determine remedy. The issues to be decided were as set out at point 6 ("Remedy for discrimination or victimisation") of the list of issues prepared by our colleague Tribunal Judge Peer following the preliminary hearing of 12 July 2024. We do not reproduce the list here but we deal below with each point on it.

PROCEDURE

3. The Tribunal's reserved judgment on liability was sent to the parties on 2 July 2025. It was accompanied by orders relating to preparation for this remedy hearing. Amongst other orders, the parties were to agree the contents of a bundle no later than four weeks before the hearing, and were to exchange witness statements no later than one week before the hearing. We were provided with an agreed bundle for the hearing, but no statements.

4. Both parties applied to be able to rely on further evidence at the hearing. The respondent did not seek to rely on any witness statements beyond those used at the liability hearing, but it did wish to rely on documents relevant to the issue of "mitigation" and in particular relating to jobs which it would say the claimant could have applied for. This material had, we were told, been provided to the claimant on the morning of the hearing. The claimant wished to rely on a considerable number of documents. He had brought copies for everyone, but in looseleaf format rather than in an ordered paginated bundle and he had not provided any of it to the respondent in advance. We allowed the claimant time to get the papers in order so that at least he could provide each of Mr Overs and the members of the Tribunal with piles of paper that were in the same order. The contents of the piles were as follows:

    a. An email from the claimant dated 29 January 2026 in which he set out his views on the way he had been treated by the respondent, how he felt after his dismissal and the figures he said the Tribunal should award.

    b. An updated schedule of loss (which he had been ordered to provide to the respondent no later than eight weeks before the remedy hearing).

    c. 11 pages of case notes made by a "counsellor", whose professional qualifications are not recorded on the document.

    d. Some screenshots from the claimant's banking app showing what he had paid in bank charges.

    e. A large number of documents relating to job applications he had made.

5. Neither party provided us with any good reason why they had not provided the documents/information to the other party when they should have done. The respondent was professionally represented and the best Mr Overs could say was that he had asked his client for the information. The claimant was a litigant in person, but we simply did not accept his submission that he did not realise that he should provide evidence in advance to the respondent. The Tribunal's orders were clear and the claimant had previously maintained during the course of the liability hearing that he did not understand the rules about witness statements – see paragraph 21 of our reserved judgment on liability, where we rejected that previous assertion.

6. In deciding whether to allow the parties to adduce late evidence we took account of the principle that the parties should comply with the Tribunal's orders, but of course our role was not to punish the parties for non-compliance; we had to decide what was in the interests of justice. We considered that it was appropriate to refuse both parties leave to adduce new evidence relating to mitigation. Both parties were seeking to rely on a considerable volume of documents which the other party had not had the time to consider. The parties had had plenty of time to send each other the evidence in advance and allowing them further time – which would be required for them to deal fairly with the evidence – would have caused further undue delay to the proceedings. We took a different view regarding points (a) to (d) above. We agreed to treat (a) as the claimant's written submissions and we felt that those, and the updated schedule of loss (b), could fairly be dealt with by Mr Overs given that we did not start hearing the claimant's evidence until 1:30 pm, having given the parties the time to consider the new material. For the same reasons, we thought that (c) and (d) could fairly be dealt with by Mr Overs in cross-examination of the claimant, having taken the view that it seemed unlikely to us that the respondent would have wanted to call evidence in rebuttal of anything contained in the counselling records or banking app even if it had had more notice.

7. We heard sworn evidence from the claimant and then submissions from the parties, and then indicated that we would issue a reserved judgment and reasons. Employment Judge Dick apologises to the parties for the delay since then in providing this judgment and wishes to make clear that the other members of the Tribunal are in no way responsible for the delay.

8. During the course of the hearing the claimant confirmed that he was not seeking damages for future loss (i.e. losses after the remedy hearing) because he had started a new job on 15 December 2025. He also confirmed that it was the latest schedule of loss (provided at the hearing) that he relied upon.

FACTUAL FINDINGS

9. The discrimination we found to have taken place was (using the wording and numbering from the original list of issues):

> 5.1.3 Fail to consider available evidence such as CCTV footage or recordings of the alleged incident on 11 August 2022 during the investigation and disciplinary hearing.
>
> 5.1.4 Racially profile when reaching conclusions about the likelihood of the claimant having verbally abused the colleague as alleged in light of the language allegedly used.
>
> 5.1.5 Conclude that he had verbally abused the hospital employee as alleged by that employee.
>
> 5.1.7 On 19 September 2023 dismiss the claimant.

10. We had of course already made findings which are applicable to this judgment in the course of our reserved judgment on liability, which we will not rehearse here. We found the following further facts on the balance of probabilities on the basis of the evidence presented at the remedy hearing.

11. So far as injury to feelings is concerned, the written material provided by the

claimant for the purposes of the remedy hearing (i.e. 4(a) and (c) above, the claimant's written submissions and the counselling notes) added little to the assessments we were able to form having heard the claimant's oral evidence at the liability and remedy hearings. We accept the claimant's evidence that the work he had been doing was work he loved and for which he was trained and qualified. We also remind ourselves of our earlier findings at paragraph 14 of the liability judgment: "the claimant was able to show us a number of letters in which people had positively praised his work, including one from the respondent's CEO dated 4 April 2023". We reject the claimant's assertion the respondent's conduct towards him had been a deliberate effort to discriminate against him or part of a deliberate effort to dismiss him for unfair reasons – we have already made findings about some about that: we did not find that the decision maker consciously discriminated against the claimant.

12. We accepted the claimant's oral evidence given during the remedy hearing in relation to the following:

    a. As set out in the schedule of loss, following an operation on 28 September 2023 (i.e. shortly after he was dismissed), the claimant would have been medically unfit for work until 11 April 2024. During that period, had he remained in employment, he would have been entitled to statutory sick pay at a rate of £ 109.40 per week, save for the last week, when the rate would have been £ 116.75. The respondent did not dispute this. (The operation related to the injury the claimant sustained in April 2023 which is dealt with from paragraph 16 in our judgment on liability; it was not related to the discrimination with which this case is concerned.)

    b. When he was not off sick, the claimant's net salary was (or would have been) £ 448.65 per week. This was not disputed.

    c. The claimant calculated, on the basis of the past average, that had he worked for the respondent between April 2024 and December 2025 he would have earned a further £ 1,913.60 in overtime. The respondent did not dispute this calculation.

    d. The claimant estimated that over the relevant period he had missed out on employer's pension contributions of £ 600. The respondent did not dispute this calculation.

    e. "Deductions":

        i. The claimant received universal credit over 12 months from the end of 2024 until he got his new job. He estimated this was £ 500 per month. In the absence of any precise figure, we use this estimate.

        ii. Over the relevant period the claimant was paid a modest amount for "extras" work he did in the film/television industry – the claimant thought he had done five jobs for which he was paid either £ 51 or £ 100. In the absence of any precise figures, on the basis of the claimant's oral evidence we put the total at £ 300.

13. We make the following further findings:

    a. The claimant claimed a further £ 500 for what was described as "worsened medical condition" in the schedule of loss. As we have

already noted, the claimant spent time off (and would, had his employment continued, have spent a considerable further time off) after an operation following an accident which was not relevant to this discrimination claim. The claimant provided no evidence which could support a contention that the respondent's discriminatory conduct in any way contributed to a worsening of his medical condition. He is therefore in our judgment not entitled to that further £ 500.

b. When he became medically fit (i.e. after April 2024) the claimant did apply for some jobs. Most, though not all, were similar to the work he had been doing for the respondent.

c. The claimant had to pay £ 1239.72 in bank charges over the relevant period, due to being overdrawn. We accept the claimant's suggestion that, had he been paid a wage over that time, those charges could have been avoided. But of course, even had there been no discrimination, and he had therefore stayed in employment, he would still have received only statutory sick pay until April 2024, which was considerably less than his wages. So not all of those charges could have been avoided. We consider that a figure of £700 reasonably represents the proportion of this loss which was caused by the loss of the claimant's employment.

LAW

Remedies for discrimination in general

14. When a Tribunal determines that there has been a contravention of the Equality Act 2010 ("EqA"), the three available remedies are set out in s 124. 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 an appropriate recommendation. In this case we have already made declarations (in the form of our judgment on liability). We were not asked to consider making recommendations.

Principles applying to compensation under the Equality Act

15. The purpose of compensation is to put the claimant in the position, so far as is reasonable, that they would have been in had the discrimination not occurred. Similar principles as to those in in unfair dismissal apply, though there are some differences. The Tribunal does not award damages on the "just an equitable basis", but rather under the principles that would be applied by the County Court for a claim in tort, although both approaches often lead to same result.

16. The award will include a figure intended to reflect the financial loss actually suffered (and not to penalise the employer for its actions). The Tribunal can award compensation for non-financial losses such as injury to feelings, aggravated damages and general damages for personal injury. There is no statutory cap on the compensation. Interest on past losses may be awarded. The recoupment regulations do not apply

17. Where harm has been contributed to by a combination of factors, some of which amounted to unlawful discrimination for which the employer is liable, but others which did not, the extent of the employer's liability will be limited to their

contribution: *Thaine* v *London School of Economics* [2010] ICR 1422.

Compensation for financial loss

18. The part of the award dealing with financial loss may include: past and future loss of earnings, loss of pension and fringe benefits, expenses incurred in looking for other work, and compensation for loss of statutory rights. The award for loss of statutory rights reflects the fact that the dismissed employee would have to work for 2 years in new employment to reacquire the right not to be unfairly dismissed and may also reflect that the claimant has lost the statutory notice period built up during the length their employment. It will be nominal sum, usually of the order of few hundred pounds.

19. Because the damages are intended to compensate for actual loss, the amount of wages etc. lost by the claimant will have deducted from it any amounts the claimant has made, or should have made, by way of mitigation – the most obvious example being earnings from a new job. An employee who has been unfairly dismissed must mitigate their loss by taking reasonable steps to reduce the losses to the lowest reasonable amount. This does not mean they have to take all possible steps. The burden of proving a failure by a claimant to mitigate lies on the respondent.

20. The compensatory award may also be the subject of certain other adjustments, for example to reflect contributory fault on the part of the claimant (not an issue in this case – see below) or to reflect that, in the case of a discriminatory dismissal, the claimant might still have suffered financial loss if there had been no discrimination. The latter was confirmed in *Abbey National plc and anor* v *Chagger* 2010 ICR 397, which made clear that the approach in unfair dismissal cases under the Employment Rights Act 1996, as established in *Polkey* v *AE Dayton Services Ltd* [1987] UKHL 8, was also to be taken in cases of discriminatory dismissal under the EqA. In *Chagger*, it was held that if there was a chance that, apart from the discrimination, the claimant would have been dismissed in any event, that possibility had to be reflected in the measure of loss. Usually the *Polkey* approach entails the Tribunal making an assessment of the percentage chance of that happening and accordingly reducing the award. In *Shittu* v *South London and Maudsley NHS Foundation Trust* 2022 [2022] EAT 18, the EAT said that this "loss of a chance" approach should be taken in assessing whether the claimant would have resigned for non-discriminatory reasons. (So the approach is not confined to cases where the claimant would have been dismissed, but also applies to any other way in which the employment might have come to an end.) In applying *Polkey* it may in some cases be appropriate to apply different, or no, reductions to different periods of the compensation period.

21. Although the compensatory award is calculated net of tax, some parts of an award may be subject to tax once in the claimant's hands. This includes awards for losses consequent on dismissal in so far as they exceed £30,000. In such cases, the award must be "grossed up" to account for the tax the claimant will have to pay and still leave the claimant with the correct amount of (net) compensation. Compensation is taxed in the year that it is received, and so in grossing up the Tribunal will have to consider any other taxable income the claimant might have that year. The correct approach to grossing up where the claimant will pay tax in different bands was set out in *PA Finlay and Co Ltd* v *Finlay* EAT 0260/14.

Compensation for injury to feelings

22. The applicable principles were considered by the Court of Appeal in *Vento* v *Chief Constable of West Yorkshire Police* [2003] ICR 318. An award for injury to feelings is intended to compensate the claimant for the hurt feelings (as distinct from psychiatric or similar injury) caused by the unlawful treatment they received. This may include "subjective feelings of upset, frustration, worry, anxiety, mental distress, fear, grief, anguish, humiliation, unhappiness, stress, depression and so on." Since the award is compensatory, and not punitive, the focus is on the actual injury suffered by the claimant and not the gravity of the acts of the respondent; feelings of indignation at the employer's conduct should not be allowed to inflate the award. Awards should not be too low, as that would diminish respect for the policy of the anti-discrimination legislation; on the other hand, awards should be restrained. They should bear some broad general similarity to the range of awards in personal injury cases. In exercising its discretion in assessing a sum, the Tribunal should remind itself of the value in everyday life of the sum they have in mind and the need for public respect for the level of awards made. *Vento* established three broad bands of compensation, identified by reference to the level of injury to feelings experienced by the claimant:

    > Upper band – For the most serious cases, such as where there has been a lengthy campaign of discriminatory harassment on the ground of sex or race. To be exceeded only in the most exceptional case.
    >
    > Middle band – For serious cases which do not merit an award in the highest band.
    >
    > Lower band – For less serious cases, such as where the act of discrimination is an isolated or one-off occurrence.

23. There is within each band considerable flexibility, allowing Tribunals to fix what is considered to be fair, reasonable and just compensation in the particular circumstances of the case. The amounts for each band are set by the Addendums to Presidential Guidance on awards for injury to feelings. Which Addendum applies is determined by the date on which the claim was presented. In this case, the claim was presented on 12 October 2023 so the Sixth Addendum applies, and the middle band is £11,200 to £33,700.

Aggravated damages

24. Aggravated damages are generally considered to be a sub-head of damages for injury to feelings. They were not sought in this case and we considered that the award we made for injury to feelings reflected the justice of the case.

General damages for physical or psychiatric injury (personal injury)

25. Employment Tribunals have jurisdiction to award compensation for personal injury, whether physical or psychiatric, caused by unlawful discrimination, (*Sheriff* v *Klyne Tugs (Lowestoft) Ltd* 1999 ICR 1170). In assessing such damages Tribunals adopt the same basis as the Courts and will have regard to the Judicial College Guidelines on assessing general damages. It is advisable for claimants to obtain medical evidence in order to prove personal injury, though there is no absolute requirement for it (*Hampshire County Council* v *Wyatt* EAT 0013/16). Care will need to be taken to avoid double recovery, as it

may be difficult to identify where injury to feelings ends and psychiatric injury starts. The principle in *Thaine* (above) will apply where there are a number concurrent causes for the claimant's ill health for which the employer is not liable – the employer should only be required to pay compensation for personal injury for that proportion of the harm attributable to its wrongdoing, unless the harm (not the causative contribution) was truly indivisible.

Interest

26. The Tribunal can, and usually will, award interest on awards of compensation made in discrimination claims, applying s124(2)(b) EqA and the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996. Interest will of course only apply to the compensation for past, not future, losses. The current rate of interest is 8%. On injury to feelings awards, interest is calculated from the date of the discriminatory act. Otherwise, interest is calculated from the date which falls halfway through the period between the date of the discriminatory act and the date when the compensation is calculated. In either case, interest is calculated *to* the date on which the compensation is calculated. There is a discretion to award interest on a different basis if the Tribunal considers that serious injustice would otherwise be caused.

Other matters relating to remedy

27. *Burden of Proof.* It is for the claimant to prove their loss and that the loss was caused by the unlawful act of the respondent. Though the claimant is obliged to take reasonable steps to mitigate their loss (see above), it is for the respondent to prove that the claimant failed to do so.

28. *Codes of practice.* Under s 207A Trade Union and Labour Relations (Consolidation) Act 1992 ("TULRCA") an award of compensation can be increased/decreased by up to 25% if the employer/employee has unreasonably failed to comply with a relevant Code of Practice (at present, *ACAS Code of Practice 1: Disciplinary and Grievance Procedures*) issued by ACAS or the Secretary of State.

CONCLUSIONS

29. In this case, we had dismissed the complaint of unfair dismissal, finding that the original decision to dismiss was extinguished by the claimant's successful appeal and that the claimant was not constructively dismissed thereafter. We had however decided that the respondent's initial dismissal of the claimant (i.e. before his successful appeal) was discriminatory. Although that dismissal was overturned upon an internal appeal, by the time that happened the respondent considered that it was unable to offer the claimant work at Hillingdon – the Trust had told the respondent that it was not willing to have the claimant back, and no effort was made by the respondent to inform the Trust the disciplinary finding against the claimant had been overturned on appeal. The respondent did offer the claimant work elsewhere, and we have already found that the offer of work elsewhere did not breach the claimant's employment contract and that the claimant declined that offer. We do however make a further finding that the claimant's refusal to accept that offer of further work was reasonable in light of the claimant's personal circumstances at the time, given how far away that alternative work was (see paragraphs 72 to 74 of our liability judgement for further detail).

Financial losses

30. Ultimately, but for the respondent's discriminatory actions, there was in our judgment a chance that the claimant might have continued in his employment (i.e. at Hillingdon). It was therefore appropriate for the claimant to be compensated for the loss of his employment despite the absence of a finding of unfair dismissal. The proportion of that loss which would be awarded in damages would depend upon what the chances were of the claimant having continued in employment had there been no discrimination. Where we refer below to "percentage chance reduction", this is what we mean.

31. Before we heard the evidence at this hearing, we explained to the parties that our preliminary view was that it seemed appropriate to consider three separate periods in relation to the claimant's losses:

> Period 1 – The time between (i) the allegation being brought to the respondent's attention and (ii) the disciplinary hearing which resulted in the claimant's dismissal.
>
> Period 2 – The notional period covering the time in which the result of a fair disciplinary hearing could have been communicated to the Trust, the Trust could have told the respondent whether or not it had changed its view that the claimant could not return to Hillingdon, and, if the Trust had not changed its view, the time in which the respondent would have decided what to do about that.
>
> Period 3 – The time between (i) the date a fair decision to dismiss the claimant would have taken effect (i.e. after consulting the Trust) and (ii) the date the claimant started his new job.

32. Neither party took any issue with that general approach, though the parties did not agree about the final figures which that general approach should yield.

33. We considered that there should be no percentage chance reduction to damages for any loss incurred in periods 1 and 2. Whatever the Trust's ultimate view, and whatever the respondent's decision whether or not to dismiss the claimant, but for the discrimination the claimant would still have remained in employment until the end of period 2. The percentage chance reduction would however apply to period 3.

34. As is required, we calculated the claimant's losses on the "net" basis.

Period 1

35. The complaint was made to the respondent on 15 August 2023 and the disciplinary hearing, at which the claimant was informed of his summary dismissal, took place on 19 September 2023, so Period 1 runs between those two dates. It will be recalled that the claimant in fact went off sick from 13 September (i.e. before his operation), receiving only statutory sick pay after that. There was in fact no dispute that the claimant was paid what he was entitled to over much of Period 1 – he was paid in full till 13 September. The only issue was whether, as the claimant says, he should have been suspended on full pay from the 15 August, which would have meant that he was paid in full not just until 13 September (as he was) but until 19 September. We do not accept that submission. Whilst the respondent's policy might have entitled the respondent to suspend the claimant, it certainly did not require the respondent to do so. The claimant therefore did not sustain any financial loss over Period

1.

Period 2

36. The claimant's notice period was, the parties agreed, 4 weeks. Taking that into account, we considered that the likely time taken for the respondent to consult the Trust about the result of a fair disciplinary hearing and then for the claimant's employment to have been terminated (if that was the decision) would have been 8 weeks. During that time, if not for the discriminatory initial dismal, the claimant would have remained in employment but, for the reasons we have set out, the claimant would have been receiving statutory sick pay rather than his full wages. His loss during Period 2 – which spans 8 weeks from 19 September 2023 – was therefore eight weeks' statutory sick pay.

Period 3

37. This period runs from the end of period 2, i.e. 15 November 2023, until the claimant got his new job on 15 December 2025. It can be sub-divided as follows:

    a. Period 3A – up to 12 April 2024, when the claimant was unfit for work By our calculation this period was 21 weeks. The claimant would, if still in employment, have been entitled to statutory sick pay of £ 109.40 per week, save for the last week when the rate would have been £ 116.75.

    b. Period 3B – from 13 April 2024, now fit to work, if still in employment the claimant would have been paid his weekly wage. By our calculation this period was 87 weeks.

38. The figures for periods 3A and 3B would be added together. To that would be added the above figures for pension contributions, banking charges and overtime. From that would be deducted money the claimant did receive which he would not have received if he had been in employment – i.e. the universal credit and earnings from extras work. This would represent the claimant's loss, subject to the next point.

Percentage chance reduction

39. There is then the issue of the percentage chance reduction, to be applied to the whole of that figure for period 3. There are two substantial areas of uncertainty when considering what might have happened if there had been no discrimination. The first is whether after, a non-discriminatory investigation etc. the claimant might still have been found by the respondent to have done the misconduct and been summarily dismissed. Although somewhat difficult to quantify given the absence of evidence, this plainly was a possibility.

40. The second area of uncertainty is whether the Trust might have reconsidered its decision not to allow the claimant back to Hillingdon if the respondent had asked it to reconsider, because the claimant was found not to have committed the misconduct, either in the hypothetical situation where he was found not to have done the misconduct at the initial disciplinary stage, or in the situation which did in fact occur where his appeal against the disciplinary finding was allowed.

41. Our findings about what the Trust was told and what it told the respondent are set out at paragraph 70 and 71 of our judgment on liability. We were not

provided with any further evidence at the remedy hearing relating to what the Trust did think or might have thought had it been asked to reconsider its decision. The direct evidence amounted to the following: the Trust had a right to decide who could come on its premises, and someone from the Trust had told the respondent, at some point after the claimant's dismissal but before his successful appeal, that the claimant could not return to Hillingdon; the Trust was never informed that the claimant's appeal had been successful. The other relevant evidence was that the complainant was an employee of the Trust and the complainant was further aggrieved about having been contacted directly by the claimant (see para 55 of our judgment on liability). We considered that it was appropriate, as a panel with collective experience in the field of employment, for us to come to conclusions about the likely chances of the claimant's employment continuing (at Hillingdon) even in the absence of direct evidence from the Trust. We concluded that it was likely, albeit not inevitable, that in all of the circumstances, even if the claimant had been found by the respondent's internal processes not to have done the misconduct, the Trust would still have decided (or would have decided not to change its decision) to exclude the claimant, who was not one of its employees, from its premises on the basis of what one of its employees was saying happened. That in turn would inevitably have resulted in the claimant's dismissal or resignation given his (albeit reasonable) refusal to accept the offer of work elsewhere.

42. Taking all of that into account we considered that there was only a 15% chance of the claimant's employment continuing even had there been no discrimination by the respondent.

Other adjustments

43. Although there was no unfair dismissal, for the reasons we have already set out, we did consider that it was appropriate to compensate the claimant for loss of statutory rights, subject to the percentage chance reduction.

44. So far as mitigation of loss is concerned, the claimant was medically unfit to work until April 2024. After that he did apply for jobs and got a new one at the end of 2025. We accept that it was reasonable for the claimant to concentrate his efforts on the sort of work that he had been doing for the respondent – work that he loved and that he was qualified and trained for – although as we have said he did apply for some other sorts of work as well. The respondent was not in a position to provide evidence in support of its contention that the claimant had not made reasonable efforts to find other work and, despite the efforts of Mr Overs in cross-examination of the claimant, we find that the respondent did not discharge the burden of proving that the claimant did not make sufficient efforts to mitigate his losses by finding further work. We accept the respondent's submission that, had the claimant unreasonably refused the respondent's offer of work elsewhere, his damages should have been reduced accordingly. However, this was not an issue given our finding that the claimant's refusal was not unreasonable. In short, the respondent failed to prove that the claimant had failed to mitigate his losses.

45. Given our findings at the liability stage, the respondent did not suggest that the claimant's damages should be reduced on account of contributory conduct.

46. The claimant sought a 25% uplift under s 207A TULRCA. Any breach or potential breach of the ACAS code here is in our judgment the same as the act of discrimination 5.1.3 (Fail to consider CCTV) for which we have otherwise compensated the claimant. We therefore did not consider that an uplift was

appropriate.

Total loss

47. We arrived at a total adjusted loss of £ 6,687.84 as follows:

Period 1 - No loss	£0.00
Period 2 - 8w SSP @ £ 109.40 pw	**£875.20**
Period 3	
Period 3A - 20w SSP @ £ 109.40 pw and 1 w @ £ 116.75	£2,304.75
Period 3B - 87w pay @ £ 448.65 pw	£39,032.55
Overtime in P3	£1,913.60
Pension contributions in P3	£600.00
Bank charges in P3	£700.00
Loss of statutory rights in P3	£500.00
Income P3 - universal credit - 12m @ £ 500 pm	-£6,000.00
Income P3 - extras work	-£300.00
Sub-total period 3	£38,750.90
Loss of chance deduction to period 3 - multiply by 0.15	**£5,812.64**
Total adjusted loss: Period 2 + Adjusted Period 3	**£6,687.84**

Injury to feelings

48. It is clear to us that the claimant had experienced a considerable degree of emotional upset as a result of the injury he suffered in April 2023 and what he believed was the unsympathetic way the respondent dealt with it. We do not make any findings on whether those feelings were justified as the injury and the way in which the respondent dealt with it are not the subject of this claim – plainly we cannot compensate the claimant in relation to that. We do accept that the respondent's conduct which we have found to be discrimination caused a further injury to feelings, which we can meaningfully separate from what had happened before, and for which we can therefore order compensation. We make clear that the award we make for injury to feelings relates only to the discriminatory conduct which was the subject of this claim.

49. Much of what the claimant described to his counsellor in the case notes related to his feelings about the April accident, so is not relevant to our assessment of damages. The notes do record feelings of anger and frustration about the "working situation", which in context clearly relate to the claimant's dismissal; as we have already indicated that added little or nothing to our own assessment of the claimant's oral evidence during the course of the proceedings. The notes do not record the counsellor making any diagnosis or other assessment of psychiatric injury or mental illness.

50. A finding of serious misconduct (indeed conduct likely to amount to serious criminal conduct) was made against the claimant, we have found, because of

stereotyping relating to the propensity for anger and for threatening the use of firearms. A higher standard of proof was effectively applied to the claimant than was applied to the complainant and purported inconsistencies, which were not in fact inconsistencies, were held against the claimant. Although the original decision was overturned, the claimant's complaint about race discrimination was never upheld. Even if it had been, that would not have caused the claimant's hurt feelings to go away. In part because the complaint of race discrimination was not upheld, the respondent never took any action to rectify the failings and to avoid them happening in future. The claimant was left without a job that he was good at and that he enjoyed and that he had trained for. On the basis of the evidence given orally to us at the main hearing, we accept that the respondent's discriminatory conduct caused the claimant a substantial degree of upset. The discriminatory conduct in this case was not in our judgment a one-off isolated event. The respondent's failure to investigate did not take place over a single day or a single hour. The discriminatory conduct was not confined to one failing. The claimant experienced the injury to feelings over a period of weeks before his appeal was successful and as we have already observed, the appeal did not uphold his complaint of race discrimination.

51. In our judgment the case fell squarely in the middle *Vento* band and we considered that a sum of £ 22,000, i.e. around the mid point of that band, was appropriate here.

Interest

52. We calculated interest as follows:

Time from discrimination to date of hearing (19 September 2023 to 2 February 2026)	867 days
Days from midpoint to date of hearing	434 days
1 year's interest on loss (6687.84 * 0.08)	£535.03
1 day's interest on loss	£1.47
Interest on loss (434 days)	£636.17
1 year's interest on ITF (22000 * 0.08)	£1,760.00
1 day's interest on ITF	£4.82
Interest on ITF (867 days)	£4,180.60
Total interest	**£4,816.77**

Grossing up

53. We performed a "grossing up" calculation as follows:

Total award without interest	£28,687.84
Total award plus interest, not grossed up	£33,504.61
Part of award not subject to tax	£30,000.00
Total potentially subject to tax @ 20%	£3,504.61
Grossed up figure £ 3504.61/(1-0.2)	£4,380.76

Final award: Grossed up figure plus £ 30k **£34,380.76**

54. The parties were not in a position to provide submissions about grossing up at the hearing. Given the proportionately small figure involved, we decided that, rather then inviting submissions in writing, it was better simply to do our own calculation which can of course be reconsidered on the usual principles if the parties consider that we have made a material error.

Correction to earlier reasons

55. The following sentence, which was inadvertently omitted from the final draft of the judgment and reasons on liability, should have appeared between the first and second sentences of paragraph 41:

> He was shown the complaint email during the hearing and it was apparent from his reaction that he had not seen it before.

56. This makes it clear that it was the complaint email, not the CCTV, which was shown to the claimant during the disciplinary hearing. As is clear from the rest of the judgment, the respondent never in fact gained access to any CCTV footage.

Approved by:

Employment Judge Dick

27 April 2026

JUDGMENT SENT TO THE PARTIES ON 28 April 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/