Case No:
«case_no_year» 1311862/2024

EMPLOYMENT TRIBUNALS

Claimant:	**Mrs Noppawan Mann**
Respondent:	**DAPV Ltd**

Heard at: Midlands West Employment Tribunal

On: 2nd July 2023 (by Cloud Video Platform)

Before: Employment Judge Gidney (sitting alone)

Appearances

For the Claimant: Mr Thomas Mann (the Claimant's husband)

For the Respondent: Mr Nehi Aimufua (Litigation Consultant)

JUDGMENT

The Judgment of the Tribunal is that:

1. The Claimant's compensatory award for unfair dismissal is assessed in the sum of £20,281.72.

FULL WRITTEN REASONS

Introduction

2. This is the Remedy Judgment in Claim No. 1311862/2024 Mrs Noppawan Mann v DAPV Ltd. The case was heard on 2nd July 2026 before me, Employment Judge Gidney. As was the case at the Liability Hearing, Mr Aimufua, a litigation consultant from Cromer, acts for the Respondent and the Claimant's husband, Mr Mann, acts for the Claimant.

3. The Claimant commenced her employment with the Respondent on 25th July 2019, latterly in the role of Head of Financial Planning and Analysis. Her employment ended on 30th August 2024, following her notice of resignation provided to the Respondent on 2nd August 2024 **[192]**[1].

4. The Claimant notified ACAS of a dispute with the Respondent on 21st October 2024 and she received her ACAS Early Conciliation certificate on 2nd December 2024 **[51]**. She submitted an ET1 Claim Form **[52]** on 9th December 2024. By a Liability Judgment delivered on 28th March 2026 I ordered:

    4.1. That the Claimant's claim of constructive unfair dismissal succeeded and was upheld;
    4.2. That the Claimant's claim of unlawful deductions from wages in respect of her tax rebate for the financial year ending 2023/2024 succeeds and was upheld;
    4.3. That the Claimant's Basic Award was assessed in the sum of £3,500.00;

[1] Page numbers refer to the PDF Reader page numbers within the Remedy Trial bundle.

4.4. That the Claimant's compensation for unlawful deductions of wages was assessed in the sum of £628.87;

4.5. A further remedy hearing would be listed for today, 2nd July 2026, to determine the appropriate level of the Claimant's compensatory award with directions given to the parties to ensure that a remedy bundle and witness statements were exchanged in good time.

5. The matter returns to me today to determine the final remaining issue, namely what level of compensatory award should be paid to the Claimant, following her constructive unfair dismissal. I have been provided with an Agreed Remedy bundle consisting of 183 pages. It contained:

5.1. the Claimant's schedule of loss (pages 4 to 6);

5.2. the Respondent's counter schedule of loss (pages 142 to 143);

5.3. the Claimant's remedy witness statement (pages 175 to 179);

5.4. a witness statement from Dominic Portman for the Respondent (pages 180 to 183);

5.5. A number of other supporting documents including pay slips, documents relating to professional qualifications; a list of job vacancies provided by the Claimant to demonstrate the qualifications needed for roles with a comparable salary and other contractual documentation;

5.6. The Liability Judgment & Remedy Case Management Directions Order.

<u>Findings of Fact regarding Liability</u>

6. I have not recited every fact in this case or sought to resolve every dispute between the parties. I have limited my analysis to the facts that were relevant to the Issues that I was tasked to resolve. I made the following findings of fact

on the basis of the material before me, taking into account contemporaneous documents, where they exist and the conduct of those concerned at the time. The Tribunal resolved such conflicts of evidence as arose on the balance of probabilities, taking into account its assessment of the credibility of the witnesses and the consistency of their evidence with the surrounding facts. The key findings of fact are as follows:

7. The Respondent trades on Amazon. The Claimant commenced employment with the Respondent on 25th July 2019 in the role of Finance Manager, working at its premises in Copenhagen Street, Worcester, pursuant to a Summary of Employment Terms **[90]** and a Contract of Employment **[92]**. Clause 4 of the Contract of Employment contained the following term:

> *'4. The Company shall pay you at the rate and intervals stated at paragraph eight of the summary. The company reserves the right to alter the time, method, and frequency of payment by issuing you with reasonable notice of any such change. The Company shall review your pay annually at its discretion. Receipt of a pay increase in one year creates neither the right nor the expectation of a pay increase in any subsequent year.'*

8. The Summary of Employment Terms set out the following:

> *'8. Rates of pay. £30,000 per annum pro rata, payable in arrears by credit transfer to your bank account at monthly intervals on or about the last working day of every month.'*

9. On 20th March 2023 the Respondent confirmed in writing a pay increase for the Claimant **[228]**. The letter stated:

> *'Salary Increase. This letter is to confirm that upon review with your manager, Dominic Portman, Managing Director your full time salary has been increased £40,000 per annum, effective as at the 20th March 2023. Thank you for making a significant contribution to Blvd.'*

10. On 19th October 2023 Amazon took the decision to withhold trading revenue from the Respondent pending an audit. Despite Mr Portman telling me that the audit was resolved quite quickly, he said that there remained payments

issues with Amazon, who conducted sporadic audits with account freezes in 2024 which caused significant disruption to the Respondent's cashflow and operations. Mr Portman took the decision to stop paying his employees in January 2024.

11. It is an admitted fact that the Respondent ceased making payments to its staff, including the Claimant, in January 2024. It is a further admitted fact that the Respondent withheld the Claimant's pay in the months of February, March, April, May, June, July and August. This is also demonstrated by the Claimant's payslips for the months of January to August 2024 **[212-219]**.

12. On 20th February 2024 the Claimant was promoted to the role of Head of Financial Planning and Analysis **[120]**. The promotion did not entail any increase in pay.

13. The Tribunal heard evidence from Ms Lucy Reed, the Respondent's former Head of Financial Operations. The Tribunal found Ms Reed to be an honest and compelling witness, whose evidence was to be preferred over that of Dominic Portman, on the occasions that there was a difference in account between them. Ms Reed told the Tribunal that the Claimant's tax for the financial year commencing on 5th April 2023 was calculated on the assumption that the Claimant would remain employed and paid for the whole year, and that her annual tax (based on that assumption) was spread equally across the 12 months of the year. As things turned out, the Claimant was not paid any income from January 2024. This meant that the tax deducted between the months of April 2023 and December 2023 was too high, as it had assumed payment of salary through to March 2024. This necessitated a tax rebate be paid to the Claimant in the sum of £209.57 for each of the months of January, February and March, as is recorded on each of those payslips **[212-214]**. As such the Respondent should have paid the rebate back to the Claimant via PAYE. It did not do so, as Ms Reed told us, and Mr Portman admitted, that Mr Portman instructed Ms Reed to apply a deduction to each rebate, cancelling it out. This, I find, amounted to a

deduction from the Claimant's wages. Ms Reed told us that the rebated tax would have been deducted by HMRC from any tax that would otherwise have been due to be paid by the Respondent. The effect of all this was that the Respondent was able to offset the staff rebates from its own tax bill but did not pay the rebates, via PAYE to its employees.

14. Mr Portman told me in evidence that the Respondent did not receive a payment from HMRC for the staff rebates. I accept this to be true; however I also accept Ms Reed's evidence that the Respondent benefitted from the rebates in its own tax calculations. Mr Portman did dispute this but accepted that he had adduced no evidence to support his version of events, and I accept the evidence of Ms Reed on this issue. Ms Reed also told the Tribunal that Mr Portman stopped her wages from January 2024 onwards. She told the Tribunal that Mr Portman promised to pay the staff wages (including the Claimant and her own wages) after an investment had been received by the company, or after receipt of a Research and Development Tax Rebate, to be processed at the Respondent's year end of May 2024. In answer to a question from Mr Aimufua asking what support Mr Portman had offered Ms Reed during the non-payment of her salary, she told the Tribunal that Mr Portman had told her to sign on for welfare benefits, whilst still working for him. Mr Portman denied having that conversation with Ms Reed, but, assessing that evidence on the balance of probabilities, the Tribunal concludes that the comment was made by Mr Portman to Ms Reed. In the end Ms Reed resigned in June 2024 on account of the withholding and non-payment of her wages. She gave notice and her last day was 26th June 2024. The Claimant was the sole remaining member of the Respondent's finance team from that point.

15. The effect of the sudden stopping of her wages caused the Claimant enormous difficulty. She told me, and I accept, that she could no longer afford to keep her son in nursery and was obliged to take him out. She was also obliged to put her house on the market and sell it. The Claimant and her husband were obliged to move from Malvern to Cheshire in order to move

into Mr Mann's parent's home. I find that the Claimant was in a terrible position. She had worked for the Respondent well for 5 years. In her role she may well have felt that she could assist with the Respondent's finances such that she could be paid. The Claimant told me, and I accept, that Mr Portman told her that he would pay her outstanding wages, either from an expected external investment or from a research and development tax rebate that was due to the Respondent. On the strength of those promises from Mr Portman the Claimant elected to stay in the hope that she would be paid. By staying she did not 'accept' the non-payment of her wages. She stayed because funds were inbound and she was assured she would be paid.

16. By April 2024 the financial pressure on the Claimant was such that she agreed that she would reduce her hours to 3 days a week. This was to give her the opportunity to obtain a temporary income from somewhere else, pending the payment of her wages. This arrangement was encapsulated into a variation of contract letter dated 9th April 2024 **[172]**. It recorded the change of hours but made no mention to a change of pay. This was a financial necessity for the Claimant, in much the same way that selling her house and removing her son from nursery were necessary acts. I reject any suggestion made by the Respondent that this agreement indicated an acceptance of the non-payment of her salary or an affirmation of that breach. She continued to work with Mr Portman in the hope that income would be forthcoming and that he would honour his promise to pay her. This is demonstrated by the WhatsApp exchanges between them over the period June to August 2024.

17. On 30th May 2024 the Respondent's payroll administrators, Payfit, confirmed that the Claimant and others in her position should have received their tax rebates **[238]**. The email said:

> *'With regard to the points you asked:*
>
> 1. *These rebates shouldn't have been withheld from the employees so will need to be paid in full to them via a net payment.*
> 2. *The SL payments will be inflated as these are calculated on a month by month basis based on the gross pay within that month.*

3. *We are unable to manually change any tax and figures as these are calculated on the employees' tax code and the year to date figures.*
4. *We would recommend that contact with HMRC is made by yourselves and to the employee to ensure HMRC is aware of what is happening and how this is being processed.*

You will need to ensure that all gross payments owed to the employees are paid within the payroll and then all tax and NI contributions were made accordingly.'

18. In July the Claimant switched from three days a week to 1 day per week, after a conversation that she had had with Mr Portman in June 2024. She still believed and relied on Mr Portman's promises to pay her salary with either an external investment or the Respondent's research and development tax rebate. A start date had been agreed of 15th July 2024 for this change but this was delayed until 30th July 2024. On 3rd July 2024 Mr Portman wrote a 'to whom it may concern' letter for the Claimant to use **[190]**. It recorded her salary as £40,000.00 pa or £3,333.33 gross per month for the months of January to June 2024. It concluded by saying '*Mrs Mann has accrued the above in unpaid wages due to temporary cash flow issues with the company. The company is unable to give a date of payment due to the unknown nature of expected payments being made to the company*'. During that June conversation Mr Portman assured the Claimant that she and the other staff would be paid as soon as the R&D tax credit was received.

19. On 23rd July 2024 the Claimant was able to commence employment with an organisation that would pay her wages, on a 4 day a week basis. The Claimant told the Tribunal in evidence:

> *'I am still with that company working 4 days a week. I took a demotion and a pay cut, I took a lower position, I needed a job quickly to help my family, as I had had to borrow money which I needed to payback and had to pay for my poorly father in Thailand. The net pay is just under £1,900 per month'.*

20. As already stated, by 2nd August 2024 the pressures on the Claimant were such that she could wait no longer. She resigned, effective from 30th August

2024 **[192]**. Her resignation email set out the sums that she believed the Respondent owed her, that she calculated in the sum of £20,300.21.

21. Over the next few months Dominic Portman suggested a payment plan could be agreed in respect of the Claimant's salary. On 20th September 2024 the Claimant asked Mr Portman when the payment plan would be set up and when the R&D tax credit would be received by the business. Mr Portman replied by saying that he was working on the payment plan which he would share the following week and that there had been no material news from HMRC about the R&D tax rebate **[181]**. During September 2024 Mr Portman continued to seek the Claimant's help with financial queries **[232]** notwithstanding that he had not paid her wages since December 2023 and she had been forced to leave the Respondent.

22. Mr Portman told the Tribunal in evidence:

> *'The tax credit was received on 11th October 2024. It was for less than we hoped. It was for £169,000.00. It was necessary that it was paid to existing staff first. It was not feasible to pay everyone all at once. We paid the staff that were still in the business, not those that had left'.*

23. On 12th October 2024 the Claimant asked again about the R&D tax rebate **[232]** as she had heard that it had been received by the Respondent. Mr Portman replied but made no mention to the tax credit. I think that the failure to mention the tax credit was an attempt by Mr Portman to obstruct the Claimant's efforts to find out the up to date position and to get paid. The Claimant called Mr Portman out on the fact that she knew the R&D tax credit had been received. He replied **[232]**:

> '*I'm getting disappointed by how you are communicating as a friend who understands and has witnessed how much we have struggled first hand and always doing things in good faith. I've always been open about having a sensible discussion. I am not sure who you are speaking to and as that is how misinformation spreads. Uunfortunately we did not receive from HMRC anywhere near what we had hoped and I've only been able to make a*

payment to those who have no access to income as they're still working for the business. I have promised a payment plan and will send that through to you, but I've been clear that it will take time for the business to recover and pay you. You must not rely on anything other than I communicate.'

24. It was at this stage that the Claimant spoke to ACAS and started conciliation on 21st October 2024. She obtained her ACAS certificate on 2nd December 2024. On 4th December 2024 Mr Portman asked the Claimant to return to work on the basis that she was paid one week in advance **[232]**. He made no offer to repay the 8 months of salary that he owed her. Mr Portman emailed her again that day in an 'open email' **[201]**. In that email Mr Portman said:

> *'I would therefore like to understand if your intentions are to continue with the Employment Tribunal? If you wish to proceed to Tribunal, I would like to make you aware of what that means, both as to what we incur, but also the usefulness of an outcome.*
>
> *If you wish to proceed on this course of action we therefore have no choice but to cancel your payment plan.*
>
> *It is my hope therefore that you are able to agree to continue the payment plan provided and cancel the legal action against the business.*
>
> *If the regrettable circumstance is that you do not wish to speak to me and have decided you will proceed to the Tribunal despite the above, please notify me of this by Friday the 6th of December so I can appoint our solicitor and formally cancel the payment plan.'*

25. The Claimant presented her Claim Form on 9th December 2024.

26. In his witness statement Arnaud Curchod told the Tribunal that he had had to present an Employment Tribunal claim against the Respondent for his unpaid wages. He also referred to two other ex-employees, Mrs Rodgers and Mr Vincent, both of whom had also presented Tribunal claims against the Respondent for their outstanding wages. By a reserved decision handed down by Employment Judge Smart following a hearing on 18th-19th September 2024 the Tribunal upheld Mrs Rodgers claim for constructive unfair dismissal and unlawful deduction of wages. By a Judgment handed down on 27th

September 2024 by Employment Judge Perry the Judge upheld Mr Vincent's claim of unlawful deductions from wages.

27. In his evidence Mr Portman told me that the Respondent was now on a good footing. He said:

> *'We have raised £1.8m in equity funding and improved trading and made significant progress. I started to take a salary again in September 2025, it would have been about the same time. We have made payroll for 9 months; we made payroll from September 2025'*.

28. Despite the Respondent's improved financial position, no further payment has been made to the Claimant in respect of her outstanding wages. I now turn to the relevant law in this case:

<u>The relevant legal principles regarding Remedy</u>

29. The following legal principles apply in determining the appropriate level of a compensatory award. The starting point is section 123 of the **<u>Employment Rights Act 1996</u>**:

> ***123 Compensatory award.***
>
> *(1) Subject to the provisions of this section and sections 124, the amount of the compensatory award shall be such amount as the tribunal considers just and equitable in all the circumstances having regard to the loss sustained by the complainant in consequence of the dismissal in so far as that loss is attributable to action taken by the employer.*
>
> *(2) The loss referred to in subsection (1) shall be taken to include … any expenses reasonably incurred by the complainant in consequence of the dismissal, …*
>
> *(6) 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.*
>
> ***124 Limit of compensatory award etc.***

(1) The amount of a compensatory award to a person calculated in accordance with section 123, shall not exceed the amount specified in subsection (1ZA).

(1ZA) The amount specified in this subsection is the lower of £123,543 and 52 multiplied by a week's pay of the person concerned.

30. Compensation for unfair dismissal should be awarded to compensate and compensate fully, but not to award a bonus: **Norton Tool Company Limited v Tewson** [1973] All ER 183. The object of the compensation reward is to compensate the employee for their financial losses as if they had not been unfairly dismissed. It is not designed to punish the employer for their wrongdoing.

31. The immediate loss of earnings is the loss suffered between the effective date of termination and the remedy hearing. Loss of earnings will be calculated on the basis of net take home pay. The employer's liability will normally cease before the date of the remedy hearing if the employee has, or ought to have, got a permanent new job paying at least as much as the old job as there will be no loss of earnings arising after that date. An employee may have ongoing future losses if, by the date of the remedies hearing, they have not secured a new job or obtained a job with a salary and benefits that are less valuable than their previous employment.

32. The future loss figure is based on the weekly loss multiplied by number of weeks for which the Tribunal concludes it is just and equitable that the particular loss will continue after the remedy hearing, based on how long the Tribunal concludes it is likely that the loss will continue. A broad brush approach is to be used by the Tribunal in its calculation.

33. It is a fundamental principle that any Claimant will be expected to mitigate the losses they suffer as a result of any unlawful act by giving credit for earnings from a new job. Further, the tribunal will not make an award to cover losses that could reasonably have been avoided by the Claimant taking reasonable steps to avoid that loss. Such an individual may be awarded the difference between the salary of the lower paid new job and the previous

salary for a period until the tribunal concludes they could reasonably have found similarly well paid work.

34. The Claimant is expected to take reasonable steps to minimise the losses suffered as a consequence of the Respondent's unlawful act. The burden of proving a failure to mitigate is on the Respondent: **Fife v Scientific Furnishings Limited** [1989] IRLR 331. It is insufficient for a Respondent merely to show that the Claimant failed to take a step that it was reasonable for them to take. Rather, the Respondent has to prove that the Claimant acted unreasonably.

35. There's a difference between acting reasonably and not acting unreasonably. If the Claimant has failed to take a reasonable step the Respondent has to show that any such failure was unreasonable: **Wright v Silverline Car Caledonia Ltd** [2016] UKEAT/0008/26. The Tribunal will consider:

 35.1. What steps the claimant should have taken to mitigate his or her losses;
 35.2. Whether it was unreasonable for the claimant, to take such steps; and,
 35.3. If so, the date from which an alternative income should have been obtained and the amount of that income.

__Factual Matters agreed between the parties regarding Remedy__.

36. I am grateful to the reasonable approach taken by Mr Nehi Aimufua (a litigation consultant from Cromer who appears on behalf of the Respondent) who agreed the figures set out in the Claimant's 'detailed log of past pay net income shortfall' between her income whilst employed by the Respondent and her income whilst employed by her new employer, Changing Lives Together **[5]**. This set out the net pay that she would have received for each month, had her employment with the Respondent continued and her actual

net pay whilst employed by Changing Lives Together. It was prepared up to the end of May 2026 in the total sum of **£13,897.43**.

37. Mr Aimufua agreed that the Claimant's schedule of the differential between her net pay whilst employed by the Respondent and her net pay whilst employed by the Charity Changing Lives Together. The Claimant's schedule also showed the ongoing difference in pay between the two employments in the sum of £**580.39**. Mr Aimufua also agreed this ongoing monthly loss.

Factual Matters in dispute between the parties regarding Remedy.

38. The only issue between the parties was the extent to which the Claimant had mitigated her loss, and in particular whether those failures were unreasonable, and if so, from what date.

39. Subject to the determination of those points the Respondent asserts that it would not be just and equitable to award compensation for a period in which the Claimant had unreasonably failed to mitigate her loss and/or that such losses could not be attributed to the Respondent's unfair dismissal of the Claimant. Mr Aimufua submits that the Claimant has unreasonably failed to mitigate her losses and that a Claimant acting reasonably in her position would have replaced those losses by December 2024, ie 5 months after the Claimant's effective date of termination by the Respondent.

The Evidence and Remedy Findings of Fact.

40. The Claimant told me that she took employment with the Changing Lives Together charity knowing that they were offering her less pay, and only a 4 day a week contract, as she had to take immediate steps to bring an income into her household. I consider the securing of that employment was substantial and reasonable mitigation of her losses.

41. It did not mitigate all of her losses however. Over time the Claimant received two increases in her hourly rate. These reduced the ongoing monthly losses from approximately £759 to £671 and then to £580.00.

42. Mr Portman told me in evidence that the Claimant was working towards a professional qualification and had secured 3 exemptions towards an ACCA qualification before arriving in the UK. He told me that he supported the Claimant in obtaining her professional qualifications which she was still working towards when she resigned. He told me that the Tribunal's focus should be on what the Claimant did to replace her earnings and not her focus on obtaining professional qualifications. In terms he asserted that the Respondent should not be bankrolling the Claimant's studies when she should be using that time to replace her earnings. Mr Portman told me that in December 2024 (5 months post resignation) he offered the Claimant part-time work, which he said would have been paid upfront. Any offer of new work would have to have involved an upfront payment as at the date of termination the Respondent had failed to pay any salary at all to the Claimant for the whole of the period January 2024 to August 2024. All these sums remained unpaid in December 2024 when Mr Portman made his offer. Mr Portman argued that as the Claimant was only working 4 days a week at Changing Lives Together, she could have worked for him on her 5th day and this would have further mitigated her losses.

43. However, Mr Portman accepted that no written offer had ever been put to the Claimant, and there were no discussions as to the terms. Today he could not say what the level of pay would have been, or how many hours it would have involved, or whether there would have been a contract, or a self employed engagement. He was not able to put a figure on what the Claimant would have been paid and how far it would have mitigated her losses.

<u>Remedy Conclusions</u>

44. I conclude that the Claimant's decision to reject that offer was reasonable for the following reasons:

    44.1. Mr Portman and the Respondent had not paid the Claimant's salary for the period of January 2024 to August 2024 in circumstances that destroyed trust and confidence between the parties. This arrangement would have required trust and confidence and, reasonably in my judgment, there was none;

    44.2. The Claimant was focussed on her 4 day employment with Changing Lives Together and was using her 5th day to complete her professional qualifications. Electing to stay with this plan as her best means of mitigating her losses in full in as short a time as possible was a reasonable decision, in my Judgment.

    44.3. Mr Portman did not tell the Claimant what the commitment was and how much she would be paid, and he could not tell me that today.

    44.4. The Claimant's job vacancies (in the bundle at pages 104-141) demonstrate that finance jobs in her geographic location that paid at the level that would have mitigated her losses required an ACCA or CIMA qualification.

45. In the circumstances I reject the submission that the Claimant acted unreasonably by rejecting Mr Portman's unspecified offer and focussing on obtaining her professional qualifications. I also reject the submission made by Mr Aimufua that the Claimant acted unreasonably by not taking employment on her 5th day outside of the finance sector, to work in a warehouse or retail check-out. I reject that submission on two grounds, firstly because, as stated, I consider that it was reasonable for the Claimant to focus her 5th day on obtaining a professional qualification that would have enabled her to replace her earnings in a finance role and secondly on the

ground that the Respondent had produced no evidence at all of jobs outside the finance sector that it asserts the Claimant should have applied for, or evidence of what mitigation those roles would have brought in. The duty lies on the Respondent to do this, and it has failed to do so.

46. The final point raised by Mr Portman was that, prior to her dismissal the Claimant's role was split and shared between her and Lucy Reed. He asserted that at some point the Claimant's salary would have reduced to reflect the reduced responsibility. However, once again there was no evidence to support that at all, and I note that the Claimant's salary did not reduce after her role was split.

47. In all of the circumstances I reject the Respondent's submission that the Claimant has unreasonably failed to mitigate her losses, and, accordingly, I move to assess those losses without a reduction for failure to mitigate.

48. I accept the Claimant's evidence that she expects to be qualified in January 2027 and will have found alternative income that fully mitigates her losses by end of April 2027, which would be the first point that notice given to Changing Lives Forever could be given and worked.

49. In the circumstances I have assessed past losses in the agreed net monthly sum of £13,897.43 (to May 2026) with the additional month's losses of £580.39 for June 2026 making a total for past losses of £14,477.82.

50. I have assessed future losses at the agreed net monthly sum of £580.39 for the period between July 2026 and April 2027, inclusive, namely 10 months, or £5,803.90.

51. Taking those together the total judgment for the Claimant, that it is just and equitable for the Respondent to pay, is £20,281.72.

Judgment

52. It is the Judgment of the Tribunal that the compensatory award is assessed in the sum of £20,281.72.

Employment Judge Gidney

Summary Reasons approved by on 8th July 2026

Full Written Reasons approved by on 9th August 2026

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

JUDGMENT SENT TO THE PARTIES ON

....

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FOR THE TRIBUNAL OFFICE

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

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Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

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