



EMPLOYMENT TRIBUNALS

Claimant: Roberta Ghiotto
Respondent: Hawkwell House Hotel Limited

Heard at: Reading (by CVP) **On:** 28 April 2026
11 May 2026 (in chambers)

Before: Employment Judge Reindorf KC
Ms L Farrell
Mr A Morgan

Appearances

Claimant: Mr G Stanbury (legal representative)
Respondents: Mr W Cowley (legal consultant)

RESERVED JUDGMENT ON REMEDY

1. The Respondent is ordered to pay to the Claimant forthwith the sum of **£200,252.02** in compensation for disability discrimination contrary to ss.13, 15 and 21 of the Equality Act 2010.
2. The Respondent is ordered to pay to the Claimant her costs of the litigation, to be subject to detailed assessment on the indemnity basis in accordance with Rule 76(1)(b)(i) of the Employment Tribunal Procedure Rules 2024.
3. The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply to any part of this award.

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INTRODUCTION

1. Judgment on liability in this case was sent to the parties on 23 December 2025 following a hearing on 17—19 December 2025. The Tribunal upheld the Claimant’s complaints of direct disability discrimination contrary to s.13 of the Equality Act 2010 (“EqA”), discrimination arising from disability contrary to s.15 EqA and failure to make reasonable adjustments contrary to s.21 EqA.
2. The remedy hearing was held on 28 April 2026 before the same Tribunal. The parties were represented by the same representatives. The panel, the Respondent and its representative Mr Cowley appeared by CVP (video) and the Claimant and her representative Mr Stanbury appeared in person at Reading Employment Tribunal.
3. The Claimant produced a witness statement on which she was crossexamined. No witnesses gave evidence for the Respondent. The Tribunal was given a bundle of 89 pages, an updated Schedule of Loss dated 28 April 2026 and a skeleton argument for the Claimant.

ISSUES

4. The Claimant sought compensation for:
 - 4.1. past loss of earnings and pension;
 - 4.2. future loss of earnings and pension;
 - 4.3. injury to feelings;
 - 4.4. psychiatric injury; 4.5. aggravated damages; and
 - 4.6. exemplary damages.
5. The Claimant also made an application for her costs.
6. The Respondent argued that:
 - 6.1. the Claimant would have been dismissed in any event at the conclusion of her probationary period or, alternatively, at the end of her fixed term contract, were it not for the discrimination;
 - 6.2. the Claimant had not taken reasonable steps to mitigate her loss of earnings;
 - 6.3. the Claimant was not entitled to aggravated or exemplary damages; and
 - 6.4. no award should be made for costs.

RELEVANT LAW

Law: general principles

7. The Tribunal may make an award of compensation for unlawful discrimination if it considers it just and equitable to do so. Any award must put the Claimant in the position that he would have been in but for the discrimination (*MOD v Cannock* [1994] IRLR 509 EAT, *Abbey National and Hopkins v Chagger* [2009] IRLR 86 EAT). The Claimant should be compensated for all harm that arises naturally and directly from an overt and deliberate act of discrimination (*Essa v Laing* [2004] ICR 747 CA).
8. The Claimant should not receive a “windfall” 100% recovery because of a small element of potentially subconscious discrimination in circumstances where he was likely to have been dismissed in any event (*Chagger v Abbey National plc* [2009] EWCA Civ 1202 CA).
9. The Tribunal should not simply add up different elements of compensation, but should ensure that the total award is “sensible and just” (*Cannock*).

Law: pecuniary loss

10. Compensation for pecuniary loss should be calculated on the basis of an assessment of the chance that the Claimant’s loss would have occurred irrespective of the discriminatory act (*Chagger* CA).

11. An award for past loss of earnings and benefits is for loss from the date of the discriminatory act to the date of calculation. It is calculated net of tax. The Tribunal should deduct money earned by the Claimant by way of mitigation, or that which the Claimant could reasonably expect to have earned if she had taken reasonable steps to mitigate her loss. It is for the Respondent to show, with evidence, that the Claimant failed to take reasonable steps to do so. See *Lindsey v Cooper Contracting Ltd* UKEAT/0184/15 (22 October 2015, unreported):
 - 11.1. The burden of proof in relation to mitigation is on the Respondent.
 - 11.2. If evidence as to mitigation is not put before the Tribunal by the Respondent, the Tribunal has no obligation to find it.
 - 11.3. What has to be proved is that the Claimant acted unreasonably; she does not have to show that what she did was reasonable.
 - 11.4. There is a difference between acting reasonably and not acting unreasonably.
 - 11.5. What is reasonable or unreasonable is a matter of fact.
 - 11.6. In determining reasonableness the views and wishes of the Claimant should be taken into account as one of the circumstances, although it is the Tribunal's assessment of reasonableness and not the Claimant's that counts.
 - 11.7. The Tribunal is not to apply too demanding a standard of the victim. She should not be put on trial as if the losses were her fault, when the central cause is the act of the Respondent.
 - 11.8. The test may be summarised by saying that it is for the Respondent to show that the Claimant acted unreasonably in failing to mitigate.
 - 11.9. In a case in which it may be perfectly reasonable for a Claimant to have taken on a better paid job, that fact does not necessarily satisfy the test. It will be important evidence that may assist the Tribunal to conclude that the Claimant has acted unreasonably, but it is not in itself sufficient.
12. If the Tribunal finds that the Claimant acted unreasonably in failing to mitigate it should calculate compensation by deciding, on the balance of probabilities, when the Claimant would have found other work if he had not acted unreasonably (*Edward v Tavistock and Portman NHS Trust* [2023] IRLR 463 EAT, *Gardiner-Hill v Roland Berger Technics Ltd* [1982] IRLR 498).
13. Money paid to the Claimant by way of social security or invalidity benefits should also be deducted.
14. Interest may be awarded on past pecuniary loss (s.124 EqA, Employment Tribunal (Interest on Awards in Discrimination Cases) Regulations 1996 SI 1996/2803). It should be calculated as simple interest, accruing daily at the rate fixed by s.17 of the Judgment Acts 1838 (currently 8%). It should be calculated from the mid-point between the date of the act of discrimination and the date of calculation.

15. An award for future loss of earnings should be based on the principles in *Wardle v Credit Agricole Corporate and Investment Bank* [2011] IRLR 604 CA:
 - 15.1. Where it is at least possible to conclude that the Claimant will, in time, find an equivalently remunerated job (the vast majority of cases), loss should be assessed only up to the point where the Claimant would be likely to obtain an equivalent job, rather than on a career-long basis, and awarding damages until the point when the Tribunal is sure that the Claimant would find an equivalent job is the wrong approach;
 - 15.2. In the rare cases where a career-long-loss approach is appropriate, an upwards-sliding scale of discounts ought to be applied to sequential future slices of time, to reflect the progressive increase in likelihood of the claimant securing an equivalent job as time went by.
 - 15.3. Applying a discount to reflect the date by which the Claimant would have left the Respondent's employment anyway in the absence of discrimination is not appropriate in any case in which the Claimant would only voluntarily have left his employment for an equivalent or better job.
 - 15.4. In career-long-loss cases, some general reduction should be made, on a broad-brush basis (and not involving calculating any specific date by which the Claimant would have ceased to be employed) for the vicissitudes of life such as the possibility that the Claimant would have been fairly dismissed in any event or might have given up employment for other reasons.
16. The chance that the Claimant would have continued to be employed by the Respondent had the discrimination not occurred should be calculated on a percentage basis (*Vento v Chief Constable of West Yorkshire Police (No 2)* [2003] ICR 318 at [32]–[33]).

Law: injury to feelings

17. A Claimant may be awarded compensation for injured feelings under s.124(2)(b) EqA. The burden is on the Claimant to show that his feelings have been injured and to what extent (*Eddie Stobart Ltd v Graham* [2025] ICR 1051 EAT at paragraph 51).
18. An award for injury to feelings is not automatic and there can be no award if there is no evidence of injury.
19. An award for injury to feelings is compensatory and not punitive (*Prison Service v Johnson* [1997] IRLR 162, *Cannock*). In all cases, the question is not principally one of the gravity or extent of the discrimination, but of its effects. The manner of the discrimination may serve as a “control mechanism”, or a guide to inferring injury to feelings where evidence of injury is sparse, but it is neither determinative of, nor a proxy for, the seriousness of the injury (*Graham* at paragraphs 38–43).
20. The relevant factors will usually include:
 - 20.1. the Claimant's description of the injury;

- 20.2. the duration of the consequences of the discrimination;
 - 20.3. the effect on the Claimant's past, current and future work; and
 - 20.4. the effect on the Claimant's personal life or quality of life. (*Graham* at §52)
- 21. In order to obtain an award for injury to feelings the Claimant must show that she was injured and that the discrimination caused the injury. The injury need not have been foreseeable.
 - 22. The Tribunal may take a global approach and make an award for the overall injury to the Claimant's feelings, rather than attributing specific sums for individual acts of discrimination (*ICTS (UK) Ltd v Tchoula* [2000] IRLR 643). The Tribunal need not achieve a precise quantification of the relative contribution of the different causes of the injury (*Thaine v London School of Economics* [2010] ICR 1422 at paragraph 23).
 - 23. The Tribunal must be astute to ensure that the Respondent does not pay for damage that it did not cause. Thus the Tribunal must ensure that the Claimant is not compensated for any injury that was caused by a factor other than the discrimination, if there is a rational basis upon which the injury may be apportioned. That is, if it can be seen that the Claimant's feelings were injured both by the discrimination and by some other cause, the award must be limited to compensation for the former. See *Sienkiewicz v Greif (UK) Ltd* [2011] 2 AC 229 at paragraph 90, *Rahman v Arearose Ltd* [2001] QB 351 CA at paragraphs 19—22 and *Wisbey v Commissioner of the City of London Police and another* [2021] ICR 1485 CA at paragraph 44.
 - 24. Cases in which it is possible to apportion the injury to feelings between different causes are conceptually distinct from those in which the Claimant was prone to suffering the injury because of a preexisting vulnerability. In principle it is not for the Respondent to say that the Claimant would not have suffered the injury where she was not already vulnerable to it. This is the "eggshell skull" principle, by which the Respondent must take the Claimant as it finds her.
 - 25. The effect of the eggshell skull principle is that the Respondent may be liable for injury to feelings which is more serious than might have been foreseeable. This principle is mitigated in two ways:
 - 25.1. First, if the Tribunal finds that discrimination exacerbated a pre-existing disorder or accelerated the effect of a pre-existing vulnerability, the award should reflect only the exacerbation or acceleration (*BAE* at paragraph 60, citing *Hatton v Sutherland* [2002] ICR 613 CA at paragraph 42 *obiter*). Evidence that the Claimant was already ill before the discrimination took place "would ... form a straightforward basis for apportionment: the injury could and should be treated as divisible between that pre-existing condition and the degree to which it was aggravated by subsequent events" (*BAE* at paragraph 75, and see paragraph 72).
 - 25.2. Second, the Respondent may argue that a discount should be made to reflect the chance that in due course the Claimant would have

succumbed to a stress-related disorder in any event due to her preexisting vulnerability (*BAE* at paragraphs 61 (“proposition 16”) and 72; and see *Olayemi v Athena Medical Centre & anor* [2016] ICR 1074 EAT).

26. It was established in *Vento v Chief Constable of West Yorkshire Police (No 2)* [2003] ICR 318 CA that awards for injury to feelings generally fall within one of three bands: lower, middle and upper (see also *Da’Bell v NSPCC* [2010] IRLR 19 EAT, *Bullimore v Pothecary Witham Weld Solicitors (No 2)* [2011] IRLR 18 CA). The levels of the bands increase with interest and are published annually in Presidential Guidance. The lower band is for less serious cases, such as where the act of discrimination is an isolated or one-off occurrence, the middle band is for cases which do not merit an award in the upper band and the upper band is for the most serious cases, such as where there has been a lengthy campaign of discriminatory harassment. The most exceptional cases might be capable of exceeding the top of the upper band.
27. Interest may be awarded on non-pecuniary loss, accruing daily at the judgment rate from the date of the act of discrimination (Reg 6(1) of the Employment Tribunal (Interest on Awards in Discrimination Cases) Regulations 1996).

Law: aggravated damages

28. Aggravated damages are an element of compensation for injury to feelings. They may be awarded for the impact on the Claimant of aggravating conduct; that is, factors surrounding, connected to or following the discrimination itself which aggravate “the sense of injustice which the individual feels” and further injure her feelings (*Alexander v Home Office* [1988] 2 All ER 118).
29. Aggravated damages are not punitive and should not be awarded because of a sense of outrage on the part of the Tribunal. See *Commissioner of the Police of the Metropolis v Shaw* [2012] ICR 464 EAT at paragraph 24.
30. Aggravating conduct can fall into one of three categories:
 - 30.1. the manner in which the discriminatory act was committed (eg, if it was high-handed, malicious, insulting or oppressive); or
 - 30.2. the motive of the discriminator; or
 - 30.3. subsequent events of the discriminator which were not discriminatory in themselves.(*Shaw*)
31. The question for the Tribunal is: “is the conduct found by the tribunal to have aggravated the Claimant’s injury of such a kind to justify the award of additional compensation for injury to feelings?” (*Shaw*).

Law: exemplary damages

32. Exemplary damages are punitive rather than compensatory and are intended to punish and deter the Respondent. They are available only where there has been oppressive, arbitrary or unconstitutional action by servants of the

Government, conduct calculated to make a profit which could exceed the compensation otherwise payable to the Claimant, or for damages specifically authorised by statute (*Rookes v Barnard* [1964] AC 1129 HL).

Law: personal injury

33. The Employment Tribunal has jurisdiction to make award for personal injury in addition to an award for injury to feelings (*Sheriff v Klyne Tugs (Lowestoft) Ltd* [1999] IRLR 481 CA). The Tribunal should be careful not to make an award which represents double recovery for the Claimant (*Ministry of Defence v Cannock* [1994] ICR 918 EAT).
34. Where the discrimination was malicious or deliberate, reasonable foreseeability of damage is not usually necessary, provided that a direct causal link between the act of discrimination and the injury is shown (*Essa v Laing*).
35. As at March 2024, the 16th edition of the Judicial College Guidelines for awards for psychiatric injury indicated the following ranges of awards:
 - 35.1. Severe: £56,190 to £133,340. Where there are marked problems coping with life, education, or work, severely impacting relationships, with a very poor prognosis.
 - 35.2. Moderately Severe: £19,560 to £56,190. Where there is a significant impact on daily life and relationships, but with a better prognosis or capacity for rehabilitation than severe cases.
 - 35.3. Moderate: £5,980 to £19,560. Where there is a substantial impact on daily functions, but the prognosis is generally positive and the condition is treatable.
 - 35.4. Lesser: £1,570 to £5,980. Where there is a disabling mental illness or anxiety, but a good prognosis and a much shorter recovery period (e.g., up to a few months).

Law: costs

36. Awards for costs are the exception rather than the rule in the Employment Tribunal (*Barnsley Metropolitan Borough Council v Yerrakalva* [2012] IRLR 78 CA). However, Tribunals have a wide discretion under Rule 74(1) of the Employment Tribunal Procedure Rules 2024 to order a party to pay all or part of the costs incurred by the other party (provided that the receiving party has paid representation).
37. By Rule 74(2) the Tribunal must consider whether to make an order for costs where it considers that (as relevant):
 - (a) *a party (or that party's representative) has acted vexatiously, abusively, disruptively or otherwise unreasonably in either the bringing of the proceedings, or part of it, or the way that the proceedings, or part of it, have been conducted,*
 - (b) *any claim, response or reply had no reasonable prospect of success*

38. The parties must be given an opportunity to make representations as to a proposed costs order.
39. Before considering the amount of any costs award the Tribunal should apply a three-stage test:
 - 39.1. First, it should make findings of fact about the paying party's conduct.
 - 39.2. Second, it should consider whether a ground for awarding costs is made out.
 - 39.3. Third, if so, it should go on separately to exercise its discretion as to whether or not to actually award costs.

(*Robinson v Hall Gregory Recruitment* [2014] IRLR 761 EAT at paragraph 15)

40. At the second stage:
 - 40.1. As to the “bringing or conducting of the proceedings” ground:
 - i. This ground does not cover conduct done by a party prior to the institution of proceedings (*Davidson v John Calder (Publishers) Ltd and Calder Educational Trust Ltd* [1985] ICR 143 EAT), though such conduct may be relevant to the question of whether it was unreasonable to bring or defend the claim.
 - ii. The Tribunal should consider the “whole picture of what happened in the case and ... ask whether there has been unreasonable conduct by the [party] in bringing and conducting the case and, in doing so ... identify the conduct, what was unreasonable about it and what effects it had” (*Yerrakalva* per Mummery LJ at paragraph 40), or, putting it another way, “the nature, gravity and effect of the unreasonable conduct” (*McPherson v BNP Paribas (London Branch)* [2004] ICR 1398 EAT).
 - iii. The extent to which the party acted on legal advice may be a relevant factor, although positive legal advice will not necessarily insulate an unsuccessful party against an award for costs (*Brooks v Nottingham University Hospitals NHS Trust* (UKEAT/0246/18); *Clarke t/a Marine Chart Services v Davenport and Bull* (UKEAT/1120/96)).
 - iv. There is a rebuttable presumption that a party is liable to pay costs in respect of unreasonable conduct on the part of his representative (whether paid or unpaid).
 - v. There is no need to over-focus on the distinctions between the words “vexatiously”, “abusively”, “disruptively” and “unreasonably” (*Beynon v Scadden* [1999] IRLR 700 EAT).
 - vi. A vexatious claim is one brought with “little or no basis in law (or at least no discernible basis); that whatever the intention of the proceedings may be, its effect is to subject the defendant to inconvenience, harassment and expense out of all proportion to any gain likely to accrue to the claimant; and that it involves an abuse of

the process of the court, meaning by that a use of the court process for a purpose or in a way which is significantly different from the ordinary and proper use of the court process” (A-G v Barker [2000] 1 FLR 759 at [19] per Lord Bingham CJ).

- vii. Abusive or disruptive bringing or conducting of the proceedings bears a similar meaning to vexatiousness, and may also encompass the use of gratuitous insult, time wasting, failing to respect the Tribunal’s case management decisions or similar misconduct.
- viii. Unreasonable conduct of the proceedings encompasses anything done by or on behalf of a party from the institution of the litigation until its conclusion. Deliberate lies or untrue evidence may amount to unreasonable conduct (*Daleside Nursing Home Ltd v Mathew* UKEAT/0519/08 (18 February 2009, unreported)), depending on the context and circumstances and the nature, gravity and effect of the dishonesty (*Arrowsmith v Nottingham Trent University* [2012] ICR 159; *HCA International Ltd v May-Bheemul* (UKEAT/0477/10) 23 March 2011, *Kapoor v Governing Body of Barnhill Community High School* (UKEAT/0352/13)).

40.2. As to the “no reasonable prospect of success” ground:

- i. The key question is not whether the party thought he was in the right, but whether he had reasonable grounds for thinking that (*Scott v Inland Revenue Commissioners* [2004] ICR 1410 CA). The Tribunal should assess that question objectively (*Hamilton-Jones v Black* (UKEAT/0047/04)).
- ii. The issue is to be judged on the basis of the information that was known or reasonably available at the start. The Tribunal should disregard information or evidence which would not have been available at the outset (*Radia v Jefferies International Ltd* (UKEAT/0007/18))
- iii. However, the mere existence of factual disputes in the case which could only be resolved by hearing evidence and finding facts does not necessarily mean that the Tribunal cannot properly conclude that the claim had no reasonable prospects from the outset. The question depends on what the party knew, or ought to have known, the true facts, and what view the party could reasonably have taken of the prospects of the claim in light of those facts (*Radia*).

41. At the third stage the Tribunal must exercise its discretion in a just manner (*Beynon v Scadden* [1999] IRLR 700 EAT). The purpose of an award of costs is to compensate the receiving party, and not to punish the paying party or to deter him from bringing other claims. The Tribunal may take into account the paying party’s ability to pay (rule 84). If it decides not to do so, it must explain why (*Jilley v Birmingham and Solihull Mental Health NHS Trust and ors* (UKEAT/0584/06); *Hammond v Secretary of State for Work and Pensions* 2015 ICR D7 EAT). Any assessment of a party’s means must be based upon the evidence before the Tribunal.

42. By Rule 76(1) of the Employment Tribunal Procedure Rules 2024 the Tribunal can itself award costs on summary assessment of up to £20,000. Any sum greater than that amount must be subjected to detailed assessment in the County Court or by a specialist Employment Judge.
43. Any award of costs should be limited to what has been “reasonably and necessarily incurred” by the receiving party (*Yerrakalva*). However, where costs are awarded as a result of unreasonable conduct, the amount of the award need not be causally linked to particular costs which have been incurred as a result of the unreasonableness (*McPherson v BNP Paribas (London Branch)* [2004] ICR 1398; *Salinas v Bear Stearns International Holdings Inc* [2005] ICR 1117 EAT).
44. By Rule 74(1) costs include expenses incurred by a party's witness for the purpose of or in connection with attendance at a Tribunal hearing.

FINDINGS AND CONCLUSIONS

General conclusions

45. The Tribunal considered it just and equitable to make an award of compensation. Given the extremely serious impact on the Claimant's career and her feelings and mental health, we were of the view that the award of **£200,252.02** amounts to fair and just compensation which will restore the Claimant to the position she would have been in but for the discrimination, to the extent that money can do so. Our reasons for each element of the award follow and the detailed calculations are shown in the Appendix below.
46. The Tribunal also exercised its discretion to order the Respondent to pay the Claimant's costs, as explained below.

Findings & conclusions: pecuniary loss

47. The total pecuniary loss, including interest but before grossing up, is **£59,830.73**, as calculated at 5E in the Appendix below.

Past pecuniary loss

48. The award for past pecuniary loss, including interest but before grossing up, is **£36,161.59**, as calculated at 3C in the Appendix below.
49. The Respondent argued that if the Claimant had not been dismissed when she was, she would have been dismissed at the end of her extended probationary period for a non-discriminatory reason. The Tribunal rejected that argument. We heard no positive evidence from the Respondent to support it. As we found at paragraph 45 of the liability judgment, there was nothing in the notes of the Claimant's probationary review meetings on 20 March 2024 to indicate that she was facing dismissal. The thrust of the meetings was that she would be kept on at least until the impact of her disability was properly understood.

50. The Tribunal's finding at paragraph 92 of the liability judgment was that it was "very likely" that the Claimant would have been dismissed at the conclusion of the probationary period, particularly if the Respondent had continued to fail to make reasonable adjustments. That was not a finding that the Claimant would have been dismissed at the end of the probationary period for a nondiscriminatory reason. It was a finding that she would probably have been unjustifiably and thus unlawfully dismissed at that time because of "something arising" in consequence of her disability. In closing submissions Mr Cowley accepted that this was the proper interpretation of paragraph 92 of the liability judgment.
51. Mr Cowley argued in the alternative that the Claimant would not have been kept on at the conclusion of her fixed term contract, of which there were seven months left to run at the time of her dismissal. The Claimant gave evidence, which the Tribunal accepted, that:
 - 51.1. She had been told at interview that the Respondent was looking to expand its permanent positions and that she might be kept on as a result.
 - 51.2. Mr Jefford and Ms Hsu both told her to approach the role as though it was permanent.
 - 51.3. She was told during her employment that Ms Hsu, whose maternity leave she was covering, might not return. One of the people who told her this was Ms Hsu herself.
 - 51.4. After her dismissal she was told that Ms Hsu never returned and that somebody else had been appointed to the role.
52. The Respondent took no steps to adduce any evidence to rebut the Claimant's evidence on this aspect. Instead, Mr Cowley put it to the Claimant in crossexamination that Ms Hsu had in fact returned to her role. Even though Mr Cowley was warned by the Tribunal that he was not permitted to give evidence on behalf of his client, he repeated the assertion in closing submissions. The Tribunal did not take that information into account, since it was not conveyed to us by way of evidence given under oath and proffered for cross-examination, and nor was it supported by documentary evidence of any kind.
53. Taking into account the whole of the Claimant's evidence on this issue, and with regard to the lack of evidence properly adduced by the Respondent, the Tribunal concluded that, even if Ms Hsu did return to work, there was an 80% prospect that the Claimant would have been retained in employment at a similar level of pay at the conclusion of her fixed term contract if it were not for the discrimination to which she was subjected.
54. Similarly, the Respondent adduced no evidence on the question of mitigation, despite the fact that it bore the burden of showing that the Claimant did not take reasonable steps to mitigate her loss. Furthermore, in his in cross-examination of the Claimant Mr Cowley put almost no questions to her about her efforts to mitigate her loss. The Claimant's evidence was that she had applied for over 100 jobs. She claimed Universal Credit from May 2024 until 28 February 2025

at a rate of £393.45 per month. Eventually she left the UK to live with her mother in Italy because she could no longer afford to live alone in this country and because she needed the “moral support” of her family. In June 2025 she obtained a job in Italy as a carer in a residential care home. This pays, on average, 779 Euros per month with no pension entitlement. This works out at around 8 Euros per hour. The Tribunal accepted the Claimant’s evidence and concluded that she had taken all reasonable steps to mitigate her loss. Indeed, it was the Tribunal’s view that she had gone over and above what was reasonable.

55. In summary, the Tribunal awards the Claimant 80% of her loss of earnings, including pension loss, between the date of dismissal and the date of the remedy hearing. We accept the Respondent’s figure for the Claimant’s loss of net pay at £1,812 per month (before mitigation). The total sum for past loss of earnings, before interest and before grossing up, is £28,856.66.
56. The Respondent did not dispute that the Claimant’s loss of pension entitlement was worth £46.54 per week. The total sum for past loss of pension, before interest and grossing up, is £4,430.61.

Future pecuniary loss

57. The award for future loss of earnings (including pension loss), before grossing up, is **£23,705.34**, as calculated at 5D in the Appendix below.
58. This award represents 80% of the difference between the Claimant’s current earnings and what she would have earned if she had not been dismissed by the Respondent, for a period of three years. We consider it likely that by that time she will be able to obtain work at an equivalent level of remuneration to her job with the Respondent. We take into account the Claimant’s relatively young age, her enthusiasm and talent for working with people and the likelihood that once these proceedings are behind her she will be able to refocus, with appropriate family support, on looking forward and rebuilding her career.

Findings & conclusions: non-pecuniary loss

59. The award for non-pecuniary loss, including interest but before grossing up, is **£83,138.08**, as calculated at 8F in the Appendix below.

Injury to feelings & aggravated damages

60. The award for injury to feelings, before interest and grossing up, is **£39,000**, of which £5,000 is for aggravated damages, as shown at 6.a and 6.b in the Appendix below. The award is within the upper *Vento* band, which was at the relevant time £33,700—£56,200.
61. The Claimant’s evidence on injury to feelings was almost entirely unchallenged by Mr Cowley in cross-examination. The Tribunal accepted the Claimant’s evidence and found that the impact of the discriminatory dismissal on her feelings was both very substantial and of long duration.

62. The Tribunal found in the liability judgment that the Claimant had a reasonable expectation that the job of Talent and Culture Coordinator would be focussed mainly on employee wellness and “building a positive culture” in the workplace, and that these were the parts of the role which were well-suited to her skill set and her ability to work with people. She was successful and talented in those parts of the job. In her witness statement for the remedy hearing she said that before her dismissal she had been intending to specialise in Talent Coordination and to undertake further study to enhance her development.

63. Against that background, the Claimant described herself as “desolated” by her dismissal and said that it had “destroyed my sense of identity, my mental health, and my future”. She felt that her career and future development had been stalled. She said:

Imagine knowing you have something about you, something different, which you need support with, and you communicate that to your line manager in a plea for help, but instead of any help or support being given, your line manager used that very thing as the reason to dismiss you. The sense of absolute betrayal you feel from that moment on is awful, soul destroying, confidence draining, and really affects your self-image and your self-worth.

64. She also said:

I had ADHD and I had been dismissed because of it. It is not curable, it is a part of who I am and will be with me forever, so I felt like any employer would be the same as the Respondent had been, and that my ADHD would be used against me.

65. In light of that unchallenged evidence the Tribunal was satisfied that the discriminatory nature of the dismissal was a source of particular pain and distress to the Claimant and that its effects on her wellbeing, quality of life and career were very far-reaching.

66. The Tribunal did not find that the injury to the Claimant’s feelings was caused by any factor other than the discrimination. To the extent that the Claimant was already prone to suffering the injury because of her underlying ADHD, the Respondent must take her as it finds her. Mr Cowley suggested in closing submissions that other events had contributed to the injury, such as a relationship breakdown and the Claimant’s relocation to Italy. However on the Claimant’s evidence, both of those factors were consequent upon the discrimination rather than amounting to separate causes of injury. The Claimant’s relationship with her ex-partner broke down within four weeks of her dismissal. She said in oral evidence that he had suffered with social phobia and she had been a source of support for him, which she was no longer able to maintain after her dismissal because of the effect of it on her own mental health. She moved back to Italy in March 2025 because, as a result of the dismissal, she could no longer sustain herself financially or emotionally alone in the UK.

67. In those circumstances the Tribunal was satisfied that the proper level of award under this head was within the upper *Vento* band. Taking into account a degree

of overlap with the award for personal injury (below), we considered it appropriate to place the injury to feelings award towards the lower end of the upper band.

68. The basis of the Claimant's claim for aggravated damages was that the Respondent had withheld key evidence until the final day of the liability hearing. That evidence was the existence of and notes of the meeting of 21 March 2024. We dealt with the withholding of that evidence in the liability judgment at paragraphs 9, 42, 43, 44, 45, 71, 74 (see in particular paragraph 74.4 in which we describe the evidence as "pivotal") and 86 (in which we describe the evidence as "inculpatory in the extreme" and the withholding of it as "inexplicable" and "a serious breach of the overriding objective and the parties' duties to the Tribunal"). In effect, we found that the notes of the 21 March meeting were a "smoking gun", and that Mr Cowley had failed to disclose them even though his client had given them to him "a few days" before the liability hearing.
69. Mr Cowley's failure to disclose the notes was a matter of grave concern to us, but so too was the fact that the notes were not given to Mr Cowley by the Respondent itself until such a late stage and nor was the 21 March meeting mentioned in the Respondent's Grounds of Resistance. The only mention of the meeting in the Respondent's evidence was a brief and unparticularised reference to it in the witness statement of Malcolm Hood. We were given no explanation by the Respondent for these failures.
70. In submissions on remedy, Mr Cowley argued that the notes of the 21 March meeting "made little difference" to the case. This was entirely contrary to the findings the Tribunal had already made in the liability judgment. Mr Cowley could make no further submissions on this point without giving evidence himself, which he did not do. Given what we had already said about this matter in the liability judgment, the Tribunal was somewhat surprised that Mr Cowley did not give evidence under oath on this matter. It is not for the Tribunal to advise the Respondent as to how this might have been achieved.
71. The Claimant's evidence about her state of mind during the last days of her employment was that at this time she was overwhelmed, she was not sleeping, she was crying regularly both at home and at work, she felt constantly guilty, she was working very long hours in an effort to get things right to please Mr Sagar and she felt "stupid" and "worthless".
72. Furthermore the Claimant's particular difficulties with focussing on detail made recalling these events challenging and confusing for her. Her memory was not chronologically well ordered. It was impressionistic and revolved around broad recollections of her feelings rather than the bare facts. Her answers in cross-examination were invariably discursive and unfocussed, and frequently wandered very far from the point which she was being asked about.
73. Against that background, the Tribunal was not surprised that when it came to giving instructions to Mr Stanbury for her Amended Particulars of Claim in February 2025 and writing her liability witness statement in October 2025 the

Claimant did not recall that the 20 March 2024 meeting had reconvened the following day. It was clear that the Amended Particulars of Claim and witness statement had been prepared with considerable reliance upon the available documentary evidence as a memory prompt. There was no prompt in respect of the 21 March meeting.

74. The Tribunal finds that the Respondent's concealment of the 21 March meeting aggravated the particular difficulties faced by the Claimant in taking part in the litigation and, in particular, in giving evidence. The litigation process was clearly significantly more distressing for the Claimant than is the norm. She found recalling the events surrounding her dismissal painful and at times was observably overwhelmed by them. As a result of her ADHD she clearly found it almost impossible to keep hold of a mental overview of the series of events. These difficulties were exacerbated by the fact that an account was being proposed to her from which one of the most important events—the meeting of 21 March 2024—had been omitted.
75. Moreover, the Tribunal considered it extremely likely that if the existence and notes of the 21 March meeting had been disclosed at the proper time, the case would have been settled before trial and the Claimant would have been spared the ordeal of attending Tribunal. Even if the case had not settled, the job of proving the Claimant's case would have been much more straightforward, and so the distress caused to her by the proceedings would have been relieved.
76. The Tribunal has no hesitation in finding that the Respondent's inexcusable concealment of the existence and notes of the 21 March meeting aggravated the effect on the Claimant of the discrimination. The concealment consisted of both the Respondent's own failure to mention what had happened at the 21 March meeting until Mr Hood gave oral evidence and Mr Cowley's failure to disclose the notes of the meeting once he received them from his client.
77. Having regard to the overall level of the award, the Tribunal considered that it was just and appropriate to award £5,000 for the aggravated damages element of compensation for injury to the Claimant's feelings.

Exemplary damages

78. The Tribunal makes no order for exemplary damages. The case does not fall within one of the categories in which such awards are available.

Personal injury

79. The award for psychiatric injury, before interest and grossing up, is **£30,000**, as shown at 7.a in the Appendix below.
80. The Claimant did not produce a medical report to support her claim for compensation for personal injury. However she produced medical records and gave evidence in her witness statement which was entirely unchallenged in cross-examination. Her evidence was that the effect on her mental health of the discriminatory dismissal was, in summary, catastrophic, and that it persists to date. She said that:

- 80.1. After her dismissal she “fell into a deep depression”. Her medical records showed that she visited the doctor on 25 March 2024 for “depressed mood”. In an online Depression and Anxiety Review dated 8 November 2024 she said that she had thoughts nearly every day that she would be better off dead or harming herself. She also said that she had trouble nearly every day with eating, sleeping, tiredness, nervousness or anxiety, uncontrollable worrying, difficulty relaxing, restlessness and a sense of doom. She had spent the previous night in hospital in Italy where she was visited by a psychiatrist.
- 80.2. In the weeks after her dismissal she “did not know how to reclaim my sense of identity, or my sense of worth”.
- 80.3. She continues to suffer from intrusive thoughts about how she could have done things differently to avoid being dismissed.
- 80.4. She is continually emotionally overwhelmed. Her hygiene has deteriorated and her house is messy. She struggles to find amusement or joy in anything. She has difficulty reading and her thinking speed has deteriorated. She feels isolated at home, socially and at work.
- 80.5. She has been undergoing counselling / therapy for almost two years, including seeing a psychiatrist to help her come to terms with the impact of her dismissal. She cannot afford to pay for this so is only able to access it when it is available for free. She has been prescribed Paroxetine and Delorazepam.
81. The Claimant did not adduce evidence as to her prognosis.
82. On balance, and taking into account the overlap with the award for compensation for injury to feelings (above), the Tribunal considered the evidence to warrant an award for personal injury in the Moderately Severe bracket. An award in the Severe bracket might have been warranted were it not for the overlap with injury to feelings and the lack of a detailed medical report giving an indication of prognosis.

Findings & conclusions: costs

83. The Tribunal orders the Respondent to pay the Claimant’s costs of the litigation in their entirety, to be subject to detailed assessment on the indemnity basis.
84. The Claimant raised an application for costs in Mr Stanbury’s skeleton argument for the remedy hearing, based on the Respondent’s concealment of evidence of the 21 March 2024 meeting. The application was brought under Rules 74(2)(a) and (b): i.e. on the “conduct of the proceedings” ground and on the “no reasonable prospect” ground.
85. The Tribunal’s findings as to the 21 March 2024 meeting are at paragraphs 68—76 above and in the paragraphs of the liability judgment referred to therein. In light of those findings, the Tribunal concludes that the ground for awarding costs in Rule 74(2)(a) is satisfied. The conduct of both Mr Cowley and the Respondent was abusive of the Tribunal’s process and unreasonable. The

nature of the unreasonable conduct was exceptionally grave, consisting as it did of withholding the “smoking gun” evidence which was fatal to the Respondent’s defence of the claim. Its effect was to set the litigation onto a false premise from the outset until the truth was revealed by Mr Hood in the closing minutes of evidence in the liability hearing.

86. The Respondent gave no reason for its failure properly to disclose the content or notes of the meeting earlier. Mr Cowley offered no explanation for withholding the notes once they had come into his possession, other than to say that he had only had them “for a few days”. The Tribunal found that answer wholly unacceptable.
87. The Respondent adduced no evidence at all for the remedy hearing, though it was aware by that stage of the seriousness with which the Tribunal viewed the failure to disclose the notes. Notwithstanding the Tribunal’s stated dissatisfaction with Mr Cowley’s conduct in that regard, the Respondent instructed him again for the remedy hearing. In those circumstances the Tribunal sees no reason why the Respondent should not be held responsible for Mr Cowley’s unreasonable conduct in addition to its own.
88. The Tribunal also agrees with the Claimant that, in light of the content of the notes of the 21 March meeting, it is clear that the Response never had any reasonable prospect of success within Rule 784(2)(b). We refer in particular to paragraphs 43, 44, 86 and 87 of the liability judgment. Knowing what had happened between the meetings of 20 and 21 March and what had been said at the meeting on 21 March, it should have been perfectly obvious to the Respondent from the outset that it had no prospect of successfully defending the claim. The Respondent could not reasonably have taken a different view. The Tribunal can draw no other conclusion from the Respondent’s failure of explanation than that that it deliberately withheld evidence of the 21 March meeting because it understood the inculpatory impact of it.
89. Having found that two grounds for making a costs order are satisfied, the Tribunal exercises its discretion to do so. We award the Claimant 100% of her costs of the litigation from the date on which she engaged paid legal representation, including the travel and accommodation expenses incurred by her in having to come to the UK from Italy for the hearings in the case. We heard and accepted evidence from the Claimant that those expenses amounted to £425.69, made up of return flights at £129.75, accommodation (EasyHotel) at £48.45 and travel (trains and buses) at £247.49. We impose no limit on the order as a whole.
90. It should have been abundantly clear to Mr Cowley and the Respondent from the liability judgment that the Tribunal would consider making a costs order, whether on the Claimant’s application or of its own motion. Nonetheless no evidence was adduced as to the Respondent’s ability to pay costs and no submissions were made on that issue (or, indeed, on the costs application at all). Therefore we do not take into account the Respondent’s ability to pay.

91. The award for costs reflects the fact that the Respondent knew or should have known at the outset that it did not have a proper defence to the case. As we have found at paragraph 75 above, if the Respondent had acted properly at that stage rather than concealing evidence, we consider it very likely that it settlement would have been reached.
92. We were told that the Claimant engaged Mr Stanbury's services under the terms of a Damages Based Agreement. Thus Mr Stanbury was not in a position to state the amount of his bill until the level of the award was known. The Tribunal took the view that the final amount was likely to exceed the £20,000 cap for summary assessment. The costs will therefore be subject to detailed assessment by an Employment Judge in accordance with Rule 76(1)(b)(i).
93. We make the costs award on the indemnity basis, because the Respondent's unexplained conduct in concealing evidence of the 21 March 2024 meeting takes the case outside the norm and is an abuse of the Tribunal's process.
94. Separate case management orders will follow as to the process for the detailed assessment of costs.

Approved by
Employment Judge Reindorf KC
Date: 17 July 2026

Sent to the parties on:
17 August 2026

For the Tribunal Office

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APPENDIX: TABLE OF CALCULATIONS

DATES	
Dismissal	22 March 2024
End of fixed term contract ("FTC")	31 October 2024
Universal Credit received	1 May 2024 to 28 February 2025
Midpoint date	16 April 2025
Start of new employment	1 June 2025
Date of calculation	11 May 2026

PAST PECUNIARY LOSS

1. PAST SALARY LOSS

a. Past salary loss: dismissal to end of FTC	
i. Weeks	32
ii. Net weekly salary loss	£418.15
iii. Total (1.a.i x 1.a.ii)	£13,380.80
b. Past salary loss: end of FTC to new employment	
i. Weeks	30
ii. Net weekly salary loss	£418.15
iii. 80% of net weekly salary loss	£334.52
iv. Total (1.b.i x 1.b.iii)	£10,035.60
c. Past salary loss: start of new employment to date of calculation	
i. Weeks	49
ii. Net weekly pay in new employment	£179.77
iii. Net weekly salary loss	£238.38
iv. 80% of net weekly salary loss	£190.70
v. Total (1.c.i x 1.c.iv)	£9,344.50
d. Deductions: Universal Credit received	
i. Weeks	43
ii. Weekly rate received	-£90.80
iii. Total (1.d.i x 1.d.ii)	-£3,904.23

A. Total past salary loss before interest & grossing up (1.a.iii + 1.b.iv + 1.c.v + 1.d.iii) **£28,856.66**

2. PAST PENSION LOSS

a. Past pension loss: dismissal to end of FTC			
i.	Weeks	32	ii. Weekly pension loss £46.54
2.a.ii)		£1,489.28	iii. Total (2.a.i x 2.a.ii)
b. Past pension loss: end of FTC to date of calculation			
i.	Weeks	79	ii. 80% of weekly pension loss £37.23
x 2.b.ii)		£2,941.33	iii. Total (2.b.i x 2.b.ii)
B. Total past pension loss before interest & grossing up (2.a.iii + 2.b.iii)			£4,430.61

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3. INTEREST ON PAST PECUNIARY LOSS

a.	Days from midpoint to date of calculation	389
b.	Past pecuniary loss (A + B + C)	£33,712.96
c.	Interest on past pecuniary loss at 8%	£2,874.32
C. Total past pecuniary loss including interest before grossing up (A + B + C + 3.c)		£36,161.59

FUTURE PECUNIARY LOSS

4. FUTURE SALARY LOSS

a.	Weeks	104
b.	80% of weekly salary loss	£190.70
c.	Total (4.a x 4.b)	£19,833.22

5. FUTURE PENSION LOSS

a.	Weeks	104
b.	80% of weekly pension loss	£37.23.00
c.	Total (5.a x 5.b)	£3,872.13
D. Total future pecuniary loss before grossing up (4.c + 5.c)		£23,705.34
E. TOTAL PECUNIARY LOSS BEFORE GROSSING UP (C + D)		£59,830.73

NON-PECUNIARY LOSS

6. INJURY TO FEELINGS & AGGRAVATED DAMAGES

a.	Injury to feelings	£36,000.00
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b. Aggravated damages	£5,000.00
7. PERSONAL INJURY	
a. Moderately severe psychiatric damage	£30,000.00
8. INTEREST ON NON-PECUNIARY LOSS	
a. Days	780
b. Non-pecuniary loss (6.a + 6.b + 7.a)	£71,000.00
c. Interest on non-pecuniary loss at 8%	£12,138.08
F. TOTAL NON-PECUNIARY LOSS BEFORE GROSSING UP	£83,138.08
(8.b + 8.c)	
G. TOTAL LOSS BEFORE GROSSING UP (E + F)	£143,005.01
9. GROSSING UP	
a. Tax free element deduction	- £30,000.00
b. Total loss less tax free element (H + 10.a)	£113,005.01
c. 20% tax on £30,160.00 net	£7,540.00
d. 40% tax on £82,845.01 net	£49,707.01
H. TOTAL TAX (9.c + 9.d)	£57,247.01
GRAND TOTAL (G + H)	£200,252.02