



EMPLOYMENT TRIBUNALS

Claimant: Rebecca Smith

Respondent: The Rising Sun (Church Gresley) Ltd

Heard at: Nottingham Justice Centre (by video) **On:** 6 July 2026
Before: Employment Judge Ost (sitting alone)

Representation

Claimant: In person

Respondent: Mr Mills, Litigation Consultant

RESERVED JUDGMENT ON REMEDY

After consideration of the evidence provided and hearing from the parties the judgment of the Tribunal is as follows:

1. The Respondent shall pay the Claimant the sum of £1,713.88 for unfair dismissal. (This amount is comprised of a basic award of £217.07 and a compensatory award of £1,496.81.)
2. The Employment Protection (Recoupment of Benefits) Regulations 1996 apply to this award.
3. For the purposes of regulation 4 of those regulations the Tribunal records that:
 - a. Total monetary award: £1,713.88
 - b. Prescribed element: £1,038.21
 - c. Prescribed period: 24 January 2025 to 6 July 2026
 - d. Excess of total monetary award over prescribed element: £675.67.

REASONS & CALCULATION

Introduction

4. The Hearing took place in public by CVP. No member of the public attended.
5. The Claimant represented herself. Mr Mills represented the Respondent.
6. Early in the hearing the Tribunal addressed an application by the Claimant within her email of 29 June 2026 for reconsideration of the determination on the adjustments for contributory fault and the 'Polkey adjustment' within the Judgment dated 13 June 2026. The Tribunal heard submissions from both the Claimant and the Respondent. In essence, the Claimant disagreed with several elements of the Tribunal's decision. The Respondent submitted that the decision was fair and just and there were no grounds for reconsideration. The Tribunal refused the application for reconsideration on the basis that it was not necessary in the interests of justice to reconsider the Judgment and there was no reasonable prospect of the relevant decisions within the Judgement being varied or set aside.
7. The Claimant confirmed that she did not wish to be re-engaged or re-instated by the Respondent (consistent with the indication in her claim form). Accordingly, the Tribunal moved on to deal with the question of compensation.
8. The Tribunal heard evidence regarding remedy only from the Claimant who had provided a statement of remedy in an email dated 29 June 2026 which she confirmed that she wished use as her witness statement. That witness statement was taken as read. Mr Mills cross examined the Claimant and the Tribunal asked some questions to clarify her evidence.
9. In addition to the claim form and response form, the Tribunal had before it:
 - 9.1. The original hearing bundle of 156 pages;
 - 9.2. The Claimant's statement of remedy sent by email on 29 June 2026;
 - 9.3. The parties' written submissions regarding the liability hearing;
 - 9.4. A photograph of a page in a notebook showing a handwritten list of approximate employment dates for periods of employment and unemployment for the Claimant which she provided as photograph of a notebook during the hearing.
10. The assessment was made more challenging because the Claimant had not provided precise details of many aspects of remedy and she had not provided all the evidence which she said that she had available. (For example she had not provided full evidence of when she started working, monies received, all shifts she had worked or any evidence of applications she had made for jobs.)
11. Mr Mills confirmed on behalf of the Respondent that it was not seeking to challenge whether the Claimant's had made reasonable efforts in mitigation and accordingly some of that evidence was not required.

12. The Tribunal heard submissions from the Claimant and Mr Mills.
13. In summary the Claimant made submissions that:
 - 13.1. This case was not about money for the Claimant.
 - 13.2. Mr Simpsons actions in reporting the Claimant to Pubwatch Scheme made it more difficult for her to get a new job in the pub trade.
 - 13.3. After her dismissal by the Respondent the Claimant obtained work at the Foresters Arms pub, but she later chose to leave that role because she believed the land lord was ging to dismiss her and she didn't want two dismissals on her record.
 - 13.4. She had made some mistakes on the figures she had provided previously for the purposes of determining remedy, but she had earned National Minimum Wage in each of the roles described except the role at the Foresters Arms pub at which she accepted £10 per hour out of necessity.
 - 13.5. She had provided evidence of the hours she worked in each role.
14. In summary Mr Mills made submissions on behalf of the Respondent that:
 - 14.1. The Claimant has said several times this case is not about money.
 - 14.2. The Claimant had made various emotional statements about what happened to her, but Mr Simpson was entitled to report what he considered to be theft.
 - 14.3. The Respondent agreed 5 weeks was due to end of February at £125.84. After 75% reduction and 15% uplift this amounted to £180.94.
 - 14.4. The rest of compensation should run to the final day of employment at the Foresters Arms pub and then end. Compensation should be guillotined then.
 - 14.5. During the role at the Foresters the Claimant worked on average of 8.93 hours per week.
 - 14.6. The Foresters Arms pub paid less than National Minimum Wage, but the Claimant should take up that shortfall with the Forester Arms. The Respondent should make up that difference.
 - 14.7. The Respondent says this means the loss should be viewed as two hours loss at £11.44 for 17 weeks. After 75% reduction and 15% uplift this amounted to £118.53.

Findings of Fact

15. The relevant facts are as follows in the paragraphs below. Most of the Claimant's evidence was not actively contested. Where the Tribunal had to resolve a conflict of evidence, it did so on the balance of probabilities and it has indicted how it resolved that conflict at the relevant point.

16. The Claimant was paid the National Minimum Wage for those 21 and above by the Respondent during her employment at the Rising Sun. When the National Minimum Wage rate for those 21 and above increased, the Claimant's wages would increase to match that level. Therefore, the Tribunal found that if the Claimant had not been dismissed by the Respondent so that she had remained in employment then she would have continued to be paid at the National Minimum Wage for those 21 and above which was at the following rates in respect of the following periods:
 - 16.1. From 1 April 2024 up to and including 31 March 2025 - at the rate of £11.44;
 - 16.2. From 1 April 2025 up to and including 31 March 2026 - at the rate of £12.21; and
 - 16.3. From 1 April 2026 up to and including 31 March 2027 - at the rate of £12.71.
17. The Claimant's capacity to obtain work is heavily restricted by her inability to drive and health issues. This means she is limited to work in locations and at times where and when she can travel by public transport or by foot. The Claimant's work experience over the last decade is limited to the pub trade in or around Swadlincote. Additionally any reference request to her last employer would reveal a dismissal for gross misconduct which will make securing employment in her area of work harder.
18. Shortly after dismissal Mr Simpson of the Respondent reported the dismissal allegations against the Claimant to the South Derbyshire Pubwatch Scheme and sought to have her banned from entering premises. Whilst the Claimant was not banned under the Pubwatch scheme the circulation of these allegations within the trade in which the Claimant was and is seeking to work did further restrict the Claimant's ability to obtain other work within the pub trade in South Derbyshire. The Respondent contested this on the basis that the Pubwatch ban request was rejected. However, the Tribunal determined that the communication of just allegations of theft by a former employer would very likely place a substantial element of doubt in the minds of potential employers and dissuade them from employing the Claimant in favour of other available recruits. The Tribunal determined that the knowledge of the theft allegations within the trade and the locality would make it more difficult for the Claimant to obtain a job in the trade within that locality. The paid work which the Claimant has been able to obtain within the pub trade (at the Foresters Arms and then at the Drum & Monkey which is addressed below) was only achieved through her personal relationships with the decision-makers.
19. As a combined effect of her transport limitations, health issues, reference issue and the consequences of the Pubwatch allegations above, the Claimant is therefore likely to remain unemployed for an extended period; significantly longer than the average job seeker with similar skills.
20. Approximately two and a half weeks after her dismissal by the Respondent, the Claimant started a job at the Foresters Arms pub on 10 February 2025. The Claimant had originally provided a list of dates which referred to her starting work at the Forester Arms on 2 March 2025 and the Respondent had accepted this as 5 weeks of unemployment. However, in answer to the

Tribunal's questions, the Claimant had said that 2 March 2025 was the date of first shift on a rota which she had found. She recalled that the Landlord of the Foresters Arms had messaged her on Sunday 9th February 2025 to offer her two shifts on 10 and 14 February 2025 which she did. The Tribunal accepted this correction, and found that the Claimant started work at the Forester Arms on 10 February 2025. The Tribunal accepted the Claimant's evidence that she was paid £10 per hour whilst she worked at the Foresters Arms. This was below the National Minimum Wage for those 21 and above but the Claimant said she accepted this wage because she was desperate for income at that time.

21. The Claimant voluntarily chose to leave her role at the Foresters Arms on 11 June 2025 because of an issue relating to her serving a soft drink and a snack to a child. When the issue was raised with her by management, the Claimant formed the belief that her employment at the Foresters Arms would be terminated. She wanted to avoid a second termination on her work record so she decided to resign instead.
22. From 11 June 2025 the Claimant had a period of several months of unemployment before she started a new role at the Drum & Monkey pub on 17 December 2025.
23. The Claimant's employment at the Drum & Monkey pub ended in May 2026 because the owners who employed the Claimant left and the new owner brought in their own staff. The Claimant did not provide a specific date and therefore the Tribunal adopted an approximate mid-point in the month, 13 May 2026.
24. The Claimant received Universal Credit during her employment with the Respondent, and also, since the end of her employment with the Respondent.
25. The Claimant remains unemployed at the date of the remedy hearing.
26. The Tribunal considers that in the circumstances described above, it will be a further 6 months after the hearing before the Claimant will likely obtain a role which pays the same amount as the Claimant would have received from the Respondent for working 11 hours per week paid at current National Minimum Wage for those aged 21 and over.

Calculations

Basic Award

27. The Claimant had 4 complete years of service with the Respondent.
28. During each of those years of service the Claimant was over 40 years old. Therefore the applicable multiplier for each of those 4 years of service is 1.5, giving 6 weeks in total.
29. The Claimant's net weekly pay at the effective date of termination was £125.84 (£11.44 x 11 hours.)

30. Weekly pay of £125.84 x 6 weeks = £755.04
31. Further to the Judgment dated 13 June 2026 and issued to the parties on 15 June 2026, the Claimant's basic award was subject to a 75% reduction for contributory fault under section 122(2).
32. A 75% reduction means the remaining amount to be received by the Claimant is 25% of that sum.
33. £755.04 x 0.25 = £188.76
34. However, further to the same Judgment, the basic award was also subject to a 15% uplift for the unreasonable failure by the Respondent to comply with the ACAS Code of Practice under section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992.
35. £188.76 x 1.15 = £217.07

Compensatory Award

Compensation for loss of statutory rights.

36. The amount awarded for the loss of statutory rights is £300. This amount is broadly equivalent to 2 weeks' pay whilst also reflecting the fact that statutory rights for unfair dismissal is due to reduce from 2 years to 6 months with effect from 1 January 2027 under the Employment Rights Act 2025.

Approach to Past losses

37. The Claimant was paid National Minimum Wage at the prevailing rate whilst employed by the Respondent. Therefore the losses which flowed from the unfair dismissal should be measured against the prevailing National Minimum Wage rate. The Tribunal addressed the calculation for loss of earnings in different periods of time to contrast the different earnings received and the different applicable National Minimum Wage.

Past losses from 23 January 2025 (dismissal) up to but not including 10 February 2025 (start of employment at Foresters Arms)

38. Whilst employed by the Respondent the Claimant would earn £125.84 per week. During this 2.5 week period the Claimant did not earn any income and therefore the Claimant had loss of the full £125.84 net weekly pay in each of these 2.5 weeks.
39. £125.84 x 2.5 = £314.60.

Past Losses from 10 February 2025 (start of employment at Foresters Arms) up to but not including 11 June 2025 (end of employment at Foresters Arms)

40. During this approximate 17 week period the Claimant worked at the Foresters Arms. The Claimant had provided evidence of some weekly rotas within the hearing bundle which identified the shifts which were allocated to the Claimant in those weeks. Whilst the Claimant had not provided rotas for all of

the weeks, she had provided rotas for 13 out of 17 weeks. In the absence of any other evidence to indicate the number of hours worked, the Tribunal used the 13 weeks of evidence which it did have to generate the average number of hours which the Claimant worked per week whilst employed at the Foresters Arms pub and applied that average to the unevidenced remaining weeks.

- 40.1. There were 8 weeks when the Claimant worked 8 hours per week
- 40.2. There was 1 week when the Claimant worked 4 hours per week
- 40.3. There were 4 weeks when the Claimant worked 12 hours per week
- 41. This meant the Claimant worked 116 hours across 13 weeks for which the Tribunal had evidence. This makes an average of 8.92 hours per week. Given that this was an approximation, the Tribunal has rounded up this approximated figure up to the closest round number i.e. 9 hours per week.
- 42. The Claimant was paid £10 per hour at the Foresters Arms. Therefore, the Tribunal finds that the Claimant earned £90 per week during these 17 weeks for working at the Foresters Arms pub. As a matter of fact, that is the amount of her losses which the Claimant was able to mitigate in her circumstances.
- 43. The National Minimum Wage (which is what the Claimant was paid by the Respondent) for the first 7 weeks until 31 March 2025 was £11:44 and meant that during this period this Claimant would have been earning weekly net pay from the Respondent of £125.84. This leaves an ongoing weekly loss of £35.84 for each of the 7 weeks until 31 March.
- 44. $£35.84 \times 7 = £250.88$
- 45. The National Minimum Wage (which is what the Claimant was paid by the Respondent) for the last 10 weeks from 1 April 2025 to 11 June 2025 was £12:21 and meant that during this period the Claimant would have been earning weekly net pay from the Respondent of £134.31. This leaves an ongoing weekly loss of £44.31 for each of the 10 weeks until 11 June 2025.
- 46. $£44.31 \times 10 = £443.10$
- 47. This makes a total in this period of £693.98
- Past Losses from 11 June 2025 (end of employment at Foresters Arms) up to but not including 17 December 2025 (start of employment at the Drum & Monkey)*
- 48. During this 27 week period the Claimant did not work at all. However, the £90 per week average earnings which she had been able to earn from the Foresters Arms was no longer an element of loss caused by the Respondent's unfair dismissal. (Rather that £90 element of loss was due to the Claimant's resignation.) The only element of loss still due to the Respondent's unfair dismissal was the difference between that £90 per week and the relevant current National Minimum Wage.
- 49. The National Minimum Wage (which is what the Claimant was paid by the Respondent) for this period remained £12.21 which meant that during this

period the Claimant would have been earning weekly net pay from the Respondent of £134.31. After deduction of £90 this leaves an ongoing weekly loss of £44.31 for each of the 27 weeks until 11 June 2025.

50. $£44.31 \times 27 = £1,196.37$

Past Losses from 17 December 2025 (start of employment at the Drum & Monkey) up to but not including 13 May 2026 (end of employment at the Drum & Monkey).

51. During this 23 week period the Claimant was paid the National Minimum Wage for 6 hours per week for working at the Drum and Monkey. This replaced some of the pay which was lost after resignation from the role at the Foresters Arms. However, the full £90 per week value of the average earnings from the Foresters Arms was no longer caused by the Respondent's unfair dismissal. The only element of loss in this period which was due to the Respondent's unfair dismissal was the difference between that £90 per week and the relevant current National Minimum Wage.

52. The relevant National Minimum Wage for the first 16 weeks until 31 March 2026 was £12.21. This meant that during this period this Claimant would have been earning weekly net pay from the Respondent of £134.31. After deduction of the £90 per week his leaves an ongoing weekly loss of £44.31 for each of the 16 weeks until 31 March.

53. $£44.31 \times 16 = £708.96$

54. The relevant National Minimum Wage (which is what the Claimant was paid by the Respondent) for the last 7 weeks from 1 April 2026 to 13 May 2026 was £12.71. This meant that during this period the Claimant would have been earning weekly net pay from the Respondent of £139.81. This leaves an ongoing weekly loss of £49.81 for each of the 7 weeks until 13 May 2025.

55. $£49.81 \times 7 = £348.67$.

56. A total in this period of £1,057.63.

Past Losses 13 May 2026 up to 6 July 2026 (remedy hearing date).

57. During this 7.5 week period the Claimant did not work at all. However, the £90 per week average earnings which she had been able to earn from the Foresters Arms was no longer an element of loss caused by the Respondent's unfair dismissal. (Again, the £90 element of loss was due to the Claimant's resignation.) The only element of loss still due to the Respondent's unfair dismissal was the difference between that £90 per week and the relevant current National Minimum Wage.

58. The relevant National Minimum Wage for the last 7 weeks from 1 April 2026 to 13 May 2026 was £12.71. This meant that during this period the Claimant would have been earning weekly net pay from the Respondent of £139.81. This leaves an ongoing weekly loss of £49.81 for each of the 7 weeks until 6 July 2025.

59. $£49.81 \times 7 = £348.67$.

Total past losses up to hearing

60. Total past financial losses up to the date of remedy hearing was £3,611.18 made up of the following elements:

60.1. £314.60 in the period 23 January 2025 up to 10 February 2025

60.2. £693.98 in the period 10 February 2025 up to 11 June 2025

60.3. £1,196.37 in the period 11 June 2025 up to 17 December 2026

60.4. £1,057.63 in the period 17 December 2025 up to 13 May 2026

60.5. £348.67 in the period 13 May 2026 up to 6 July 2026

Future Losses from 7 July 2026 (day after remedy hearing date) up to 6 January 2027 (the date when the Tribunal determines that the Claimant is likely to obtain equivalent paid work).

61. The National Minimum Wage for those aged 21 and over (which the Claimant would have paid by the Respondent) for the 26 weeks from 7 July 2026 to 6 January 2027 was £12.71. This means that during this period the Claimant would have been earning weekly net pay from the Respondent of £139.81. After removal of the £90 of loss which was attributable to the Claimant's resignation from the Foresters Arms, this leaves an ongoing weekly loss of £49.81 for each of the 26 weeks until 13 May 2025.

62. $£49.81 \times 26 = £1,295.08$

63. Total future financial losses from the date of the remedy hearing are £1,295.08 in the period 6 July 2026 up to 6 January 2027 - £1,295.08.

Total financial losses.

64. The Claimant's total past losses, future losses and other losses is £5,206.26

Application of Adjustments to financial losses.

65. Further to the Judgment dated 13 June 2026 and issued to the parties on 15 June 2026, the Claimant's total compensatory award of £5,206.26 is subject to a total 75% reduction due to a finding of 'contributory fault' under section 123(6) (and also a reduction which is just and equitable under section 123(1) of the Employment Rights Act 1996 as per the case of Polkey v A E Dayton Services Limited [1988] ICR 142).

66. A 75% reduction means the Claimant receives 25% of that sum.

67. $£5,206.26 \times 0.25 = £1,301.57$.

68. The compensatory award was also subject to a 15% uplift for the unreasonable failure by the Respondent to comply with the ACAS Code of Practice under section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992

69. $£1,301.57 \times 1.15 = 1,496.81$.

70. The prescribed amount is the compensatory award up to the date of hearing after application of the 75% reduction ($\pounds 3,611.18 \times 0.25 = \pounds 902.80$) and a 15% uplift ($\pounds 902.80 \times 1.15 = \pounds 1,038.21$) as described above.

Application of the Employment Protection (Recoupment of Benefits) Regulations 1996.

71. The prescribed amount is $\pounds 1,038.21$. (This is that part of the compensatory award which relates to compensation for past loss of earnings between dismissal and the remedy hearing.)
72. The prescribed period is 24 January 2025 to 6 July 2026. (The prescribed period is the period from the date of dismissal and ending with the earlier of the date when losses end or the date of the remedy hearing.)

Approved by:

Employment Judge Broughton

Dated: 22 August 2026

Sent to the parties on

...13 September 2026.....

For the Employment Tribunal

...Elliot Barker.....

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.

Written reasons for any case management decisions recorded within this document will not be provided unless they are requested by a party by written request presented within 14 days of the date this document was sent to the parties.

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/

Claimant: Rebecca Smith
Respondent: The Rising Sun (Church Gresley) Ltd

**ANNEX TO THE JUDGMENT
(MONETARY AWARDS)**

Recoupment of Benefits

The following particulars are given pursuant to the Employment Protection (Recoupment of Benefits) Regulations 1996, SI 1996 No 2349.

The Tribunal has awarded compensation to the claimant, but not all of it should be paid immediately. This is because the Secretary of State has the right to recover (recoup) any jobseeker's allowance, income-related employment and support allowance, universal credit or income support paid to the claimant after dismissal. This will be done by way of a Recoupment Notice, which will be sent to the respondent usually within 21 days after the Tribunal's judgment was sent to the parties.

The Tribunal's judgment states: (a) the total monetary award made to the claimant; (b) an amount called the prescribed element, if any; (c) the dates of the period to which the prescribed element is attributable; and (d) the amount, if any, by which the monetary award exceeds the prescribed element. Only the prescribed element is affected by the Recoupment Notice and that part of the Tribunal's award should not be paid until the Recoupment Notice has been received.

The difference between the monetary award and the prescribed element is payable by the respondent to the claimant immediately.

When the Secretary of State sends the Recoupment Notice, the respondent must pay the amount specified in the Recoupment Notice to the Secretary of State. This amount can never be more than the prescribed element of any monetary award. If the amount is less than the prescribed element, the respondent must pay the balance to the claimant. If the Secretary of State informs the respondent that it is not intended to issue a Recoupment Notice, the respondent must immediately pay the whole of the prescribed element to the claimant.

The claimant will receive a copy of the Recoupment Notice from the Secretary of State. If the claimant disputes the amount in the Recoupment Notice, the claimant must inform the Secretary of State in writing within 21 days. The Tribunal has no power to resolve such disputes, which must be resolved directly between the claimant and the Secretary of State.