EMPLOYMENT TRIBUNALS

Claimant: Mrs Nina Ellis (née Sisel)

Respondent: Connaught Security Ltd

HELD AT: Manchester **ON:** 4 and 5 October 2021
6 October 2021 (In Chambers)

BEFORE: Employment Judge P Britton
Miss Alison Berkeley-Hill
Mr Bernard Rowen

REPRESENTATION:

Claimant: In person
Respondent: Miss I Egan, Counsel

JUDGMENT

1. The claim for unpaid wages succeeds by consent and the Respondent will therefore pay the claimant the sum of £176.40.

2. The remaining claim of direct race discrimination is dismissed.

REASONS

Introduction and the remaining issue: law engaged

1. The claim (ET1) was presented to the Tribunal on 7 January 2020. The Claimant had prepared it herself. Before us we have an agreed bundle of documents. The ET1 can be found commencing at [1]Bp 1-13. In essence, at that stage the Claimant set out how she had been employed by the Respondent as Head of

[1] Bundle page

Accounts for the facilities side of the business. She commenced her employment on 8 May 2018 on a salary of circa £26,000 per annum. She was dismissed by the Respondent on 19 August 2019. She was paid off with the remainder of August's salary and wages in lieu of contractual notice for a further four weeks. In summary her claim was as follows.

2. First that the circumstances of that dismissal rendered it unfair. Stopping there, the Claimant, of course, does not have the requisite two years' qualifying service to bring such a claim; and at the case management hearing heard by Judge Doyle on 29 January 2021 she conceded that to be the case and that claim was withdrawn.

3. Second, in terms of the events, that from the arrival in the workforce at Blackpool of Susan Mitchell-Bradley (SMB), which would have been circa 3 September 2018, that between then and January 2019 SMB subjected her to Russo-phobic harassing comments – that is to say:

(i) On "numerous occasions" gratuitously queried as to whether she is a Russian and only married an Englishman to get an English passport

(ii) Had also regularly referred to her as "Russian spy".

3. So, in that respect she was bringing a claim for harassment pursuant to the Equality Act 20210 (the EqA). The problem is that there is a three-month time limit for bringing such claims from the last act complained of, unless there might be a continuing act scenario, and which was again canvassed with her by Judge Doyle. She conceded that this claim was therefore out of time and accordingly she also withdrew it, albeit Judge Doyle made plain that she could rely upon the allegations of fact thereto to support the final claim. That which we are referring to can be found in the record of Judge Doyle's hearing which is between Bp34 and 39.

4. So that left the remaining claim which is that in terms of her dismissal the Claimant was directly discriminated against by the Respondent by reason of the protected characteristic of being of Russian origin. Thus this claim is pursuant to s13 of the EqA.

5. Cross-referencing to the response (ET3), and essentially pleaded, for detailed reasons as therein set out, is that the Claimant was dismissed from the job because she was seriously underperforming to such an extent that it was untenable to keep her in the employment, and that no part of the decision to dismiss her was because she is Russian.

6. So essentially, that is the core issue: what was the reason for the dismissal. Was it wholly or in part because the Claimant is Russian? Before we move on, we are assisted in that respect by the closing written submissions of Ms Egan, in which she has accurately set out the primary law engaged. And so, at this stage we will set out as to what is direct discrimination. Engaged is Section 13(1) of the EqA:

> *"A person (A) discriminates against another (B) if because of a protected characteristic A treats B less favourably than A treats or would treat others".*

7. That of course means that there has to be a comparator, somebody who the Claimant can identify .as employed by the Respondent who has been treated more favourably than her and does not have the same protected characteristic. Otherwise she must construct a hypothetical comparator. Before today it was not at all clear as to who was the comparator that the Claimant relied upon. But she made plain at the start of this hearing that it is SMB. Her principal case in that respect is that once the latter joined the employ she was able to inveigle herself with the directors; advance herself; initially at the expense of the then incumbent of the Office Manager's role, which was Stephanie Palmer (SP); and thence inveigle herself further into the confidence and intimate acquaintance, in terms of working relationships, with the three directors, thus enabling her with her anti-Russian views to engineer the Claimant's downfall by influencing the directors to dismiss her . That, in a nutshell, is her case.

First observations as to credibility

8. Albeit she belatedly raised in her witness statement that Matthew Postlethwaite (MP), one of the three directors, and who gave evidence before us, had post-February 2019, made sarcastic comments about her Russian accent and as to which she gives some considerable detail in her statement and, in particular at paragraph 12, when questioned about this by Ms Egan and as to why it was not in her grievance, to which we shall come, or the ET1 particulars, or raised before Judge Doyle, she stated essentially that it was because it only came to mind when writing her witness statement. The Tribunal did find that difficult to believe and because it is something so graphically described at paragraph 12 that the Tribunal finds it inconceivable that the Claimant would not have raised that matter at the first opportunity and if, as she says, she felt uneasy about raising her concerns whilst in the employment, well of course once it was gone and she had not had answers to her request for written reasons of her dismissal and had issued a grievance, having by now consulted ACAS, she had nothing to fear in raising the point. It follows that we do not believe her on that point. It is a first observation. It inevitably to some extent must go to credit.

9. She also said, when pressed by Ms Egan, that in fact she did not suggest that MP was motivated in terms of agreeing to her dismissal with his fellow directors because she was Russian. It follows that the allegation against MP and therefore that being part of the matrix in terms of the reason for her dismissal, must assuredly fall away even at this stage. It leaves us with seeing if there is, on all the evidence, a link from SMB to the mental processes and decision-making of the directors in terms of dismissing the Claimant.

Further observations

10. The next observation to make is that we are not dealing with whether or not the Respondent unfairly dismissed the Claimant and because she has not got two years' qualifying service. Ms Egan accepts that there were shortcomings on the part of the Respondent that might well have engaged if there was still an unfair dismissal claim. First of all, that it might well have been better for the Respondent – because it is quite a large organisation with over 100 employees, and, on the face of it, a most impressive employee handbook – to have undertaken some sort of appraisal with the Claimant, so that she was in that sense on formal notice of performance concerns and what was

needed by way of improvement, rather than perhaps flag up concerns in passing in brief conversations. Second, when Alan Crowshaw (AC), who is the most senior of the three directors and who also gave evidence before us, made his decision to dismiss the Claimant on the 9th August 2019 whilst on holiday in Dubai and telephoned her on that day and dismissed her, it would have been better if he had deferred doing that of course until he had returned from his holiday; then had a proper meeting with her, entitling her to have somebody with her so that he could explain fully the rationale behind his decision. And of course, she ought to have been answered when she asked for written reasons about her dismissal and for a meeting in that respect. All of those are shortcomings. However, the Claimant does not have the two years' qualifying service and in that respect, therefore, the legislation permits that a Respondent does not have to act in a fair way. Of course, there is always the risk if it does not do so that it will end up as it has done before an Employment Tribunal, but that is not the point. And the final observation to make *apropos* the well-known authority of **Bahl v The Law Society (2004) EWCA CIV 1070** is that an employer that acts unfairly is not, by so doing, to be seen as acting discriminatorily. There has to be more than that.

Evidence received and further observations

11. We are not required to rehearse every minutia. The parties need to of course know the primary findings by which we have concluded that one party has won or the other lost. In reaching our conclusion we have obviously had regard to, first the joint bundle of documents before us, and when we have been taken to relevant pages thereof and refer to the same we use the suffix Bp. We have heard sworn evidence in the following order – each witness's evidence-in-chief was by way of written statement. Thus, the Claimant. Then, on her behalf, Stephanie Palmer.

12. We have referred to Stephanie (SP). She had joined the Respondent's employ on 15 October 2017 when it in its infancy. Indeed, she was the first member of staff. She left this employment on 31 January 2019. She clearly left, from her evidence before us, in acrimonious circumstances. She is a plain-speaking, no-nonsense person who has long-standing experience of the construction industry. In many ways her personality before us is very similar to that of SMB. We conclude that when SMB joined this business, and because she is also quite forceful in her personality, it may well be that there was a clash between them. What we do know from the evidence of SP, as it progressed, is that she increasingly resented SMB and her taking over of more aspects of the work. And we can see that SP, from her own evidence, was eased over into a role in project management which she did not want to do, and which then meant that SMB got the job she had been doing as Office Manager, which includes running the helpdesk. She left in those circumstances on 31 January 2019. Crucial, perhaps, to the issues before us is that she supports the Claimant as to the marrying an Englishman to get a passport matter and also on the Russian spy issue. But, as her evidence progressed before us it became plain that she could only remember one occasion early on when the reference was made to the English husband and getting a passport and she only mentioned one incident viz Russian spy, having originally said that there were many such occasions but that she could not give any specific dates. She said, when asked why would she not complain about this to the directors in what was, after all, a very small management team – and bearing in

mind she seemed able to talk to AC, who is very similar to her in some ways in terms of personality – she said that it was not her business. The Tribunal found that a somewhat surprising answer given the profile that she presents and her many years in the construction industry. This is particularly so, given that she referred to how she was used to such things as the cut and thrust of language but that she would never tolerate the remarks that she heard SMB make to the Claimant. So why not raise a concern? The Tribunal found that part of her evidence unpersuasive. What it means is that although we conclude there was a difficult working relationship between SP and SMB, and indeed after a considerable period there also became a difficult relationship between the Claimant and SMB, we are not persuaded by SP's evidence. We bear in mind that SMB categorically denies making any such remarks.

13.Next we heard evidence the first witness for the Respondent; Matthew Postlethwaite (MP). He joined the business, then of course only consisting of the security arm, about six years' previous, but then, as we have said, became increasingly involved in the facilities side as it developed. We have already dealt with that he denied any mimicking of the Claimant's Russian accent and we have already made a decision on that point. He raises in his evidence lots of concerns about the shortcomings in the accounting of the Claimant as does of course AC. We will encapsulate that very shortly.

14.Then we heard from AC. We have already touched upon him. He is the principal director of the Respondent, and which is one of several businesses of which he is the majority shareholder trading under, *inter alia*, the Connaught name. There are other companies that have been acquired which still trade in their own names. He is a highly-driven individual, very much focussed on the need to ensure his companies are profitable, and in that sense expenditure and income is tightly-managed and monitored. The business that we are dealing with grew out of a traditional fencing security business and is new and really only got going in February 2017. What it does is to provide facilities management. To those who are not aware of what that means in terms of the reader, essentially, like many other businesses in this country today, it will undertake for such as a major contractor to the Government, i.e. Interserve, sub-contractual work, undertaking such as maintenance of Ministry of Defence RAF establishments and the fencing and lighting of perimeters, as one example. This is an extremely important part of this business's success. About seventy percent of its work comes from Interserve. The business model essentially is that a fixed price is negotiated with Interserve for the work that it does for the Government, such as a call-out fee for the first hour of having to go out on a task. There are then rates payable on a half-hourly basis, in terms of the hourly rate so to speak, for additional work, and there are also other jobs that will be undertaken under a quotation. Invoices are then, through the accounts department, processed through to Interserve. It is essential that the worksheets, otherwise known as 'trackers/backup' go with the invoices, because otherwise Interserve will not pay because it in turn will not be able to justify its invoice to the relevant Government department. So this kind of documentation needs to be on the systems operated by the Respondent and there needs to be this efficient invoicing and of course also the need to monitor expenditure on such as supplies and of course the use of sub-contractors. Also important is monitoring such things as overtime for the in-house engineers who operate on a tracking system but might forget to turn it off, hence

artificially inflating the charge, which is unsustainable, back to Interserve. All of this is part and parcel of the *modus operandi* of this business and thus becomes part of the responsibilities of the Accounts Manager.

15.A similar business approach is taken at the longer established security fencing side of the business which is based in Bolton whereas the facilities side is based in Blackpool.. The accounts manager for the security fencing arm has for many years been Vicky and who AC clearly trusts implicitly. AC has two colleague directors, namely MP, the Operations Director, and Mike Bramhall (MB), who we gather is the Technical Director. At Blackpool there is one director permanently stationed which is MB. The evidence before us was to the effect, and particularly that of the Claimant, SP and SMB, that he does not come out of his office very often and has the door shut, doubtless because he is a Technical Director. MP is peripatetic in the sense that he is out a lot getting in the business and trouble-shooting with the clients. Backing him up in that respect is Graham Bradley, who is the Client Relationship Manager. The Blackpool operation is based in two small industrial units.

16. Last we heard evidence from Susan Mitchell-Bradley (SMB) and we have already ready referred to her.

17. Before we move on, the set up at the time of material events in the Blackpool office was as follows. As to the accounts team, the Claimant had been provided circa November 2018 with an assistant, namely Chloe. It seems she joined on a modern apprenticeship. Then about 6 weeks before her dismissal, Laura Savigar joined on 1 July 2019. Over on the helpdesk /admin side of the business, by now there was SMB, who had recruited in with the consent of the Respondent her daughter Abbie in about February 2019. Then Rebecca Carr, who joined around March 2019. The helpdesk admin team sat in one part of the office. Round the corner, so to speak, behind two doors it seems, sat the accounts team with the quantity surveyors. Apart from them, behind his door, sat MB. But, from time to time of course Mr Postlethwaite (MP) would be in the office as indeed would be GB. AC was based at the Blackpool office. As we have said, he is however very hands on and we are totally persuaded by his evidence that he would be in regular contact with the team, for instance wanting to know the state of play on invoicing, purchasing, current cashflow, matters of that nature and any performance concerns and business leads etc. being developed by MP and GB. So that is how the business was operating.

Findings of Fact

The SMB Issue.

18. We have already made observations on the extent of the alleged Russo – phobic remarks and as to the credibility of the Claimant when it comes to not raising these matters at the earliest opportunity. Stopping there, given SMB allegedly made the husband remark very early on in her employment when she was junior to the Claimant who had the support of SMB, the latter having told the Claimant she did not like what she was hearing, we are not persuaded that the Claimant would therefore not have raised these matters with one or other of the directors. It does beg a question as to either (a) whether it was said or (b) whether it did cause her offence as alleged.

19.Then we get the Russian spy comments. The Claimant similarly did not raise these, but again the Tribunal questions as to whether the Claimant was so frightened of losing her job that she would be intimidated from so raising them. At that stage nobody had told her, according to her, that her employment was failing. We are talking about circa February 2019. And of course the third point that we have already dealt with that she now said in her statement very shortly before this hearing, so over two years after the events, that MP had mimicked her accent; but she never raised it before then, i.e. it does go to credibility. But, on the other hand, the Claimant was quite clear that SMB did make these remarks and that as a consequence their relationship became difficult. The latter counters that she never made any such remarks and instead raises a very different scenario as to why they ceased being friendly.

20.It is that but that her husband become, circa March 2019, a sub-contracting engineer for the business. Then he became an employee and during that period he was with another engineer who at a filling station, having filled up his vehicle, found that the card that he had been given it seems to pay for the fuel would not work, and so the husband, says SMB, phoned her to say would it be alright to use her company credit card to withdraw cash to give to the first engineer to buy his fuel. SMB says she had squared that with the Claimant but then that the latter came back some weeks later, doubtless when the credit card bill came through, wanting to query this and why was cash needed to be used and referenced that SMB's husband was, like all the other engineers, a "scammer". Now initially the Claimant denied there was any such conversation, but as the evidence developed before us she did accept that she had raised her concerns about misuse of the credit card but not used the word "scammer". All we can be sure about is that thenceforth the Claimant and SMB were no longer on speaking terms. Prior thereto SMB, realising the Claimant was overworked and struggling, had tried to help her with such as the squaring off of the backup reports to the invoices, or the overtime, or getting to grips with the sophistications of Sage or Tradex. Furthermore, not in dispute is that prior to this deterioration in working relations they had been on friendly terms. The weight of the evidence is that SMB gave the Claimant a lift to the Xmas party and they exchanged presents. That they had stopped speaking to one another got back to AC. As we say, he has his finger on the pulse, and we found his evidence very convincing to the effect that he will not have that kind of tension in the business. It is run, as he put it, as a "family concern" and so he rang them up and spoke to them individually and told them that they were to leave their troubles at the doorstep, so to speak, and get on and work together.

21. Now we know that the Claimant accepts he did speak to her, but she says she could not raise that the real reason for this happening was because she was so upset with SMB's Russian remarks because AC shouted at her. The latter told us he never shouts at anybody. We formed the view that he is not a person who shouts but he is forceful and that was noticeable. It could be said in passing, incidentally, that there was a degree of forcefulness in her questioning of him from the Claimant. So be that as it may. But what is most important therefore is AC never was told by her anything about Russian remarks. He did not know why they had fallen out. He did not enquire it seems either of SMB. That seems to be his style. What it means is that the weight of the evidence does not support that AC was aware at all of any issues relating to alleged making of unwanted Russian-orientated remarks to the Claimant by SMB. It may be that in fact the latter is right when she says she took deep offence at the

implication that her husband was being dishonest over the credit card issue. She might have interpreted what was being said to her as meaning he was a scammer or maybe it was said. Put it like this, we have got a mixed picture and we have come to the conclusion that we do not actually have to find a conclusion on that subject because we do not find that it is any way relevant to what the directors did, and because crucially they did not know.

The accounts issue: the dismissal

22. The core evidence in that respect was particularly provided by AC albeit supported by Mr Postlethwaite (MP). AC's right-hand man for many years as he has built his business empire, has been Philip Jackson (PJ), who is an accountant of clearly the most extensive experience. AC defers to him on matters financial. Indeed, amongst other things PJ is a director of one or other of eight of the companies. Although he did not give evidence before us we can find his report in the bundle at Bp182-183, and although it is dated 25 February 2021, it is clear, cross-referencing to the e-mail traffic and the evidence of AC and MP, that the concerns that he flagged up were known to them at the material time. Put simply the Claimant shone at interview in comparison with the other short-listed candidates and therefore she got the job. There was an issue it seemed before us to start with, but it did not develop, as to whether or not the Claimant ever showed the directors her accountancy qualifications, the implication being was she qualified. Well she was, and we have seen her accountancy degree certificate from the Russian Federation.

23.We have already explained the wide-ranging remit of her role in what a rapidly expanding business where everybody knew that she would have to hit the ground running; but there was enormous potential and she might even progress to being Finance Director. And, as so often happens, things at first seemed to be going well. But as the months went by, AC in particular began to be concerned despite having put in support by recruiting Chloe to assist the Claimant. Now while it may well be that Chloe would not be able to be much use for some time as she would need training up and had joined under the Modern Apprenticeship scheme, on the other hand, it was envisaged that Chloe would undertake basically the routine data processing for the purposes of then the processing of accounts through by the Claimant. So, by February 2019 in came PJ to undertake an investigation. He had serious concerns. Put at their simplest, in what has been a complex issue in terms of the evidence explored before us through the cross-examination particularly of the Respondent witnesses by the Claimant, he found (a) overstating of income with many invoices not being paid or even issued; or which may have been duplicates and needed crediting back. Second, (b) overstating of expenditure because of a lack of tight monitoring of the same and i.e. picking up on the issue of time recording to which we have referred and engineers forgetting to turn off their trackers or insufficient data or other evidence to support the supply invoices rendered; not monitoring the credit card expenditure and being able to break it down so as for instance it could be assigned to nominal expenditure or alternatively specific contracts. And he found a very large discrepancy in terms of the actual financial position as opposed to that portrayed in the monthly accounts which had been prepared by the Claimant and presented to AC. But he recommended that they should allow the Claimant a second chance.

24.This led to the decision to recruit in Miss Savigar, which took some time; but she was in place by 1 July 2019. AC was concerned that even so matters were not improving. Hence he commissioned PJ to undertake a further audit/investigation. The latter undertook this in collaboration with Graham Bradley. The conclusion given to AC was a worsening situation in terms of overtrading in terms of inaccurate stating of the accounts as per what we have outlined. In the process Vicky was also asked to look at these accounts and concluded that they were a "disgrace". Now the Claimant in her cross-examination of AC and MP has pointed out, i.e. by reference to the bank statements (an example being that at Bp367 for the month 29 May – 28 June 2019), that the business was able to sustain substantial withdrawals of monies which went back into various of the enterprises of AC and his colleague directors or indeed his own businesses. AC countered that he is entitled to do that because the monies reflect loans that had been made into the business and which could therefore be paid back because the monies were there at that time. What he did however say is that this is not the point. It does not follow that simply because at that stage the business appeared to be able to afford these repayments that he was not entitled to have his concerns. And of course he is so entitled; they are his businesses, or co-owned with MP or MB or PJ but himself being the driving force.

25.That the business could make these repayments, albeit it may be because AC was misled because of the rosy picture of the accounts viz the Claimant, does not mean that his evidence is so undermined so as to beg a question as to whether or not he is motivated, so to speak, by some underlying malign influence from SMB which in turn relates to the Claimant being Russian. Similarly, there might have been problems in terms of the work that SMB was doing via Rebecca in terms of the data coming through certainly at the beginning of that year from GB in terms of the backup detail for the purposes of supporting the invoices. But the point that AC makes is that nevertheless it all falls back at the door of the Claimant because she is the Finance Manager, and it is her job to scrutinise the data etc; not just to take it at face value, particularly when there might be an obvious howler in terms of a very substantial claim for overtime which cannot be justified because short cross-interrogation of the tracker would show that the relevant engineer failed to switch it off.

26.Enough was enough, and so AC consulted his fellow directors and dismissed the Claimant. He is supported in what he says by MP, who was most extensively cross-examined.

26.So, we come to the final point. It is back to **Bahl v Law Society**. Is there any evidence that SMB influenced the decision of AC, MP and MB? Summarised as follows:

i) AC said that he would never consult an administrative member of his team on any decision of this nature. We believe him. It goes with his style. We have no evidence to contradict him.

ii) MP told us that he was completely unaware of any allegations of Russian remarks made by SMB and he was not in any way influenced by her in relation to the decision-making issue. SMB j simply did not feature in the discussions.

iii) Finally, the Claimant of course had said in her statement that she went to MP about this, but when she was questioned by Counsel she conceded that she had not spoken to any of the directors: "Do I agree I made no complaints to the directors about this discrimination? Agreed".

27.So, to turn it round another way, there is no evidence to contradict them.

Conclusion

28.That brings us back, therefore, to the legal framework, and again it is set out most helpfully in the closing submissions of learned Counsel, and as to burden of proof and when it switches, and essentially that the Claimant still has, as per the jurisprudence, as reaffirmed recently in the Supreme Court in **Royal Mail Group Limited v Efobi [2021] UKSC33**, to establish primary facts which in fact establish a *prima facie* case of discriminatory treatment, thus switching the burden of proof to the Respondent to show the Tribunal that no part of its reason for the treatment under the microscope, so to speak, is because of the prohibited reason, i.e. the Claimant in this case being Russian. What is now perhaps clear is that on all the evidence the Tribunal concludes that the Claimant does not get past that first step. The evidence does not support a *prima facie* case that there was that link to SMB and therefore to race discrimination in the decision-making process of the directors and the decision of AC to dismiss the Claimant. It follows that the burden of proof does not switch. As it is, of course, we have looked at all the evidence in the round in reaching our findings of fact.

29.It thus follows that the case fails and must be dismissed.

Employment Judge Britton
Date: 17 October 2021

JUDGMENT AND REASONS SENT TO THE PARTIES ON
19 October 2021

FOR THE TRIBUNAL OFFICE

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: **2400094/2020**

Name of case: **Mrs N Ellis** v **Connaught Security Ltd**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant judgment day" is: 19 October 2021

"the calculation day" is: 20 October 2021

"the stipulated rate of interest" is: **8%**

Mr S Artingstall
For the Employment Tribunal Office

INTEREST ON TRIBUNAL AWARDS

GUIDANCE NOTE

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

   If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.