

SCHEDULE

ACAS ARBITRATION SCHEME

XXI. AWARDS OF COMPENSATION

The compensatory amount

156. Subject to the following provisions, the compensatory amount shall be such as the arbitrator considers just and equitable in all the circumstances having regard to the loss sustained by the Employee in consequence of the dismissal, in so far as that loss is attributable to action taken by the Employer.

157. The loss referred to in paragraph 156 above shall be taken to include:

- (i) any expenses reasonably incurred by the Employee in consequence of the dismissal; and
- (ii) subject to sub-paragraph (iii) below, loss of any benefit which he or she might reasonably be expected to have had but for the dismissal;
- (iii) in respect of any loss of:
 - (a) any entitlement or potential entitlement to a payment on account of dismissal by reason of redundancy (whether in pursuance of Part XI of the Employment Rights Act 1996, as amended from time to time, or otherwise); or
 - (b) any expectation of such a payment

only the loss referable to the amount (if any) by which such a payment would have exceeded the basic amount in respect of the same dismissal (as calculated under the provisions set out above—but excluding any reductions under paragraphs 151 to 155 above (“Reductions to the basic amount”)).

158. In ascertaining the loss referred to in paragraph 152 above, the arbitrator shall apply the principle that a person has a duty to mitigate his or her loss.

159. In determining, for the purposes of paragraph 152 above, how far any loss sustained by the Employee was attributable to action taken by the Employer, no account shall be taken of any pressure which by:

- (i) calling, organising, procuring or financing a strike or other industrial action, or
- (ii) threatening to do so,

was exercised on the Employer to dismiss the Employee; and that question shall be determined as if no such pressure had been exercised.