



EMPLOYMENT TRIBUNALS

Claimant: Ms D Meskenaite

Respondent: Staffline Recruitment Limited

Heard at: Midlands (West) Region in Birmingham

On: 2,4,5 and 6 March 2026

Before: Employment Judge Swann (sitting alone)

Representation

Claimant: In person supported by Ms Saladiene (Interpreter)

Respondent: Miss S Cashell of Counsel

JUDGMENT

The claimant's claims are not well founded and are all hereby dismissed

Reasons

Background and issues

1. By an originating claim lodged with the tribunal on 28 August 2024 the claimant pursues claims of pregnancy and maternity discrimination and victimisation (contrary to the Equality Act 2010) and that she was subjected to detrimental treatment relating to maternity leave (contrary to the Employment Rights Act 1996). The claimant at all material times was and remains an employee of the respondent. At the relevant material times she was employed as a flexible employee in the capacity of Operations Associate based at the BMW motor vehicle site at Hams Hall in Birmingham. At present the claimant remains on long-term sickness absence. The respondent denies and disputes each and all of the claims against it.
2. The case came before Employment Judge Hindmarch for a preliminary hearing for case management on the 25th of January 2025. At that hearing a list of issues was identified with the parties who were then both legally represented. The matter was set down for hearing commencing on the 2nd of March 2026 for 5 days now reduced to 4 because of judicial availability. The

claimant at the final hearing represented herself but had asked for a Lithuanian interpreter to assist as the claimant is Latvian and English is her second language. I express on behalf of the tribunal my gratitude for the assistance of Ms Saladiene throughout the hearing before me.

3. Shortly before the commencement of the final hearing Counsel for the respondent submitted both to the claimant and the tribunal a more detailed list of issues to be determined. At the outset of the hearing the claimant confirmed that she was satisfied with the said list and it is upon that basis and relying on that list that the hearing was then conducted. I set out below the complete list of issues for the sake of clarity having deleted the potential issues in regard to remedy as the tribunal only had sufficient time to hear the case on the issue of liability.

The issues

Time limits

Equality Act 2010

1. Does the tribunal have jurisdiction to consider those parts of the claim that relate to acts that occurred prior to 13 March 2024?
 - a. Was there conduct extending over a period of time which should be treated as done at the end of that period?
 - b. If so, when was the end of the course of conduct?
 - c. Was the claim presented within the primary time limit of three months (plus the extension afforded by Acas early conciliation)?
 - d. If not, should the tribunal exercise its discretion to extend time on the basis that it is just and equitable to do so under s. 123(1)(b) EQA?

Employment Rights Act 1996

2. Does the Tribunal have jurisdiction to consider the Claimant's complaint of detriment which relate to acts prior to 13 March 2024?
 - a. Was there conduct extending over a period of time which should be treated as done at the end of that period? If so, when was the end of the course of conduct?
 - b. Were the acts part of a series of similar acts or failures?

- c. Did the Claimant bring the complaint within three months of the act or where the act is part of a series of similar acts or failures, the last of them?
- d. If not, was it reasonably practicable for the complaint to be presented before the end of that period?
- e. If not, was the complaint brought within such further period as the Tribunal considers reasonable?

Unfavourable treatment because of pregnancy – s.18(2)(a) Equality Act

- 3. Did any of the following occur:
 - a. Did the Respondent fail repeatedly to formalise the Claimant's maternity leave arrangements despite the Claimant's repeated request?
 - b. Did the Claimant have to repeatedly ask for a risk assessment from 22 June 2023 to mid-August 2023?
 - c. Was the Claimant forced to work on a job that was not suitable whilst she was pregnant from 15 May 2023 until mid-August 2023?
 - d. Was the Claimant pressurised to work by Jamie Baugh at meetings on 2 May 2024 and 13 May 2024 despite pregnancy related health issues induced by the stress the Respondent put the Claimant under due to her working conditions whilst pregnant?
 - e. Did the Respondent provide a lack of support to the Claimant throughout her pregnancy?
- 4. Insofar as any of 3(a)-(e) above are held to have occurred, do they amount to unfavourable treatment?
- 5. Was the unfavourable treatment because of the Claimant's pregnancy?

Unfavourable treatment because of illness suffered as a result of pregnancy – s.18(2)(b) Equality Act

- 6. Was the Claimant absent because of a pregnancy-related illness?
- 7. When was the Claimant absent because of a pregnancy-related illness?
- 8. Did any of the following occur:

- a. The Respondent misplaced the Claimant's paperwork and also failed to process her maternity leave, despite confirming it would be sent to her?
 - b. Did the Respondent fail to conduct a risk assessment?
 - c. Was the Claimant asked by Kristina Zoida, Key Account Manager, Sameena Begum, Payroll Coordinator and Ania Turner, Account Manager, why she needed so much time off for triage/additional antenatal appointments?
9. Insofar as any of 8(a)-(c) above are held to have occurred, do they amount to unfavourable treatment?
10. Was the unfavourable treatment because of the Claimant's pregnancy-related illness?

Unfavourable treatment because of or related to compulsory maternity leave – s.18(3) and s.18(4) Equality Act

11. Did the Respondent do any of the following:
- a. Fail to process the Claimant's maternity leave;
 - b. Fail to act when chased by the Claimant on multiple occasions;
 - c. Neglect the Claimant and fail to communicate with her;
 - d. Overpay the Claimant during her maternity leave (this is admitted – see para. 9 Grounds of Resistance);
 - e. Invite the Claimant to attend a meeting linked to an overpayment the Respondent had made to the Claimant;
 - f. Fail to notify the Claimant that she was not entitled to full pay or SMP during her maternity leave;
 - g. Treat the Claimant poorly from April 2024 like the situation was her fault;
 - h. Send the Claimant a text message on 4 April 2024 to ask if she was attending work;
 - i. On 2 May 2024 ask the Claimant to work for free upon her return to work to repay monies;
 - j. On 13 May 2024, ask the Claimant to repay the overpayment she had received by May 2025;

- k. Not send the Claimant a formal letter outlining the overpayment and amounts due despite the Claimant requesting it and several requests from the Claimant and promises by the Respondent that it would send it;
 - l. Refuse to send the Claimant a copy of her signed contract of employment;
 - m. On 26 June 2024, Stuart Mackinley insisted the Claimant sign a new contract because there was no clause allowing the Respondent to make deductions from her wages;
 - n. Threaten the Claimant with allegations made through ACAS and asking her to come to a meeting in July 2024; and/or
 - o. Did the Respondent refuse to provide the Claimant further details of the proposed meeting despite the Claimant having requested it?
12. Insofar as any of 11(a)-(n) above are held to have occurred, do they amount to unfavourable treatment?
13. Was the unfavourable treatment because the Claimant was on compulsory maternity leave or because she was exercising the right to additional maternity leave?

Detriment related to maternity leave under section 47C Employment Rights Act

14. Did the Respondent do any of the following:
- a. Fail to process the Claimant's maternity leave;
 - b. Fail to undertake a risk assessment;
 - c. Fail to act when chased by the Claimant on multiple occasions;
 - d. Fail to provide paperwork when chased by the Claimant throughout her pregnancy;
 - e. Ask the Claimant to attend meeting regarding the overpayment made to her;
 - f. Overpay the Claimant during her maternity leave;
 - g. Fail to notify the Claimant that she was not entitled to full pay or statutory maternity pay;

- h. Send the Claimant a text message on 4 April 2024 to ask if she was attending work;
- i. Treat the Claimant poorly from April 2024 like the situation was her fault;
- j. On 2 May 2024 ask the Claimant to work for free upon her return to work to repay monies; and/or
- k. On 13 May 2024, ask the Claimant to repay the overpayment she had received by May 2025.

15. Insofar as any of 14(a)-(k) above are held to have occurred, do they amount to a detriment?

16. Was the Claimant subjected to the detriment for one of the following reasons: that the Claimant was pregnant, had given birth to a child, or she had sought to take or had taken OML or AML?

Victimisation – s.27 Equality Act

The Claimant relies on her contacting Acas to initiate the early conciliation process on 12 June 2024 as the protected act.

17. Did the Respondent do the following:

- a. Refuse to send the Claimant a copy of her signed contract of employment;
- b. Insist the Claimant sign a new contract because there was no clause allowing the Respondent to make deductions from her wages;
- c. Invite the Claimant to attend a meeting to discuss allegations made through ACAS;
- d. Did the Respondent refuse to provide the Claimant further details of the proposed meeting despite the Claimant having requested it?

18. Insofar as any of 17(a)-(d) above are held to have occurred, do they amount to a detriment?

19. Was the detriment because the Claimant had initiated the ACAS early conciliation process?

The evidence before the tribunal

4. I heard evidence from the claimant herself and also from her partner Mr

Zydeliunas. For the respondent I heard evidence from Mr J Baugh, Miss S Begum, Mr S MacKinlay and Mr T Jarman as an additional witness with the consent of the Claimant and the tribunal. I also received from the parties an agreed bundle of documents both in electronic and paper format. In addition from the claimant I received documents relating to her long-term sickness absence from Staffline and medical health occupational health advisors. (The latter documents were not actually referred to during the course of the liability hearing). From the respondent and in accordance with the orders of Judge Hindmarch referred to above, I also received a draft chronology and from Miss Cashell an outline statement of case on behalf of the respondent. Further documents were added to the bundle comprising pages 188 to 211 inclusive being various screenshots of the respondent's online data base entitled "Universe". These additional documents were added with the consent of the claimant in relation to evidence given by Mr Jarman following issues that had arisen raised by the claimant during the course of the giving of her evidence before me. I refer to this in more detail in the material facts that I have found as set out in the relevant section of this my judgement below.

5. I express my gratitude to both parties for their assistance in agreeing and providing the final version of the bundle and the written witness statements that had been previously exchanged.

The relevant law and case law relied on

6. I set out below the relevant statute law and case law relied on and cited by the respondent material to this case:

A Statute

1. Section 4, Equality Act 2010
2. Section 18, Equality Act 2010
3. Section 27, Equality Act 2010
4. Section 123, Equality Act 2010
5. Section 136, Equality Act 2010
6. Section 47C, Employment Rights Act 1996
7. Section 48, Employment Rights Act 1996
8. Regulation 8, Maternity and Parental Leave etc Regulations 1999 SI 1999/3312
9. Regulation 19, Maternity and Parental Leave etc Regulations 1999 SI 1999/3312

B. Cases

10. *Porter v Bainbridge Ltd* [1978] ICR 943
11. *Nagarajan v London Regional Transport* [1999] 3 WLR 425
12. *Shamoon v Chief Constable of the Royal Ulster Constabulary* [2003] ICR 337
13. *Commissioner of Police of the Metropolis v Hendricks* [2003] ICR 530
14. *Robertson v Bexley Community Centre, T/As Leisure Link* [2003] EWCA Civ 576
15. *Igen v Wong* [2005] ICR 931
16. *Laing v Manchester City Council* [2006] ICR 1519
17. *Arthur v London Eastern Railway Ltd (t/a One Stansted Express)* [2007] ICR 193

18. *Derbyshire and ors v St Helens Metropolitan Borough Council and ors* [2007] ICR 841
 19. *Chief Constable of Lincolnshire Police v Caston* [2009] EWCA Civ 1298
 20. *Aziz v FDA* [2010] EWCA Civ 304
 21. *Fecitt v NHS Manchester* [2012] IRLR 64
 22. *Gestmin v Credit Suisse (UK) Ltd* [2013] EWHC 3560 (Comm)
 23. *Ibekwe v Sussex Partnership NHS Foundation Trust* UKEAT/0072/14
 24. *Indigo Design Build and Management Ltd and anor v Martinez* EAT 0020/14
 25. *McKinney v Newham London Borough Council* [2015] ICR 495
 26. *Sefton Borough Council v Wainwright* [2015] ICR 652
 27. *Miller and ors v Ministry of Justice and ors and another case* EAT 0003/15
 28. *Royal Mail Group Ltd v Jhuti (No.2)* EAT 0020/16
 29. *Rathakrishnan v Pizza Express (Restaurants) Ltd* [2016] ICR 283
 30. *International Petroleum Ltd and ors v Osipov and ors* UKEAT/0058/17
 31. *South Western Ambulance Service NHS Foundation Trust v King* [2020] IRLR 168
 32. *Royal Mail Group Ltd v Efobi* [2021] ICR 1263
 33. *Adedeji v University Hospitals Birmingham NHS Foundation Trust* [2021] EWCA Civ 23
 34. *Bennett v Mitac Europe Ltd* [2022] IRLR 25
 35. *Jones v Secretary for Health and Social Care* [2024] EAT 2
7. In reaching my determinations in this case I have taken into account all of the evidence both oral and written provided by the parties and the relevant statute and case law set out above. I am grateful to the parties for their assistance in this regard

The relevant material facts

8. I have found the following relevant material facts:
9. The claimant commenced work as an employee of the respondent assigned as a flexible employee to the BMW car factory based at Hams Hall in Birmingham on the 20th of February 2023. She had successfully completed an application for the role described as “Operations Associate”, which involved her fitting fuel injectors into BMW vehicle engines by following instructions on a monitor as the engine reached her part of the assembly line on a conveyor belt. The manual task involved physical effort in affixing bolts and nuts and the injectors into place.
10. When she first attended at the Hams Hall factory, she was given a contract of employment and a declaration to sign in respect of the documents attached thereto by the respondent. The respondent itself had an office based in Hams Hall with permanent office administration employees therein located. During the material time the subject of this claim there were some 770 employees working for BMW through the respondent agency.
11. A copy of the contract and declaration forms are within the bundle. The declaration is at page 95. It records that the claimant had been issued with three documents in particular. Firstly, a key information document secondly terms and conditions for flexible employees “the agreement” and thirdly

supplementary information being the assignment details form and a statement of particulars. The claimant's signature is appended to the declaration which is dated the 20th of February 2023. The claimant acknowledged and accepted that she signed the declaration and received the relevant contractual documents on her first morning at Hams Hall. She maintained however that she did not pay much attention to the documentation and handed the original documentation back when requested without receiving a copy. She took the view that it would all "work out well".

12. A page 97 of the bundle there is a further signature by the claimant as accepted by her, to acknowledge that she understood and agreed to comply with the WTA terms outlined in the agency associate terms and conditions at Hams Hall. Again she accepted this was her signature. Page 98 of the bundle records the information supplemental to the contract of employment which provides details of the role and the pay rates (although the claimant confirmed that the rates quoted therein were less than she actually received).
13. Page 99 of the bundle sets out the statement of particulars and again is signed by the claimant and dated the 20th of February 2023. This was also accepted by her as her signature. The statement of particulars refers to maternity/paternity and other paid leave. It records that statutory maternity/paternity pay is paid in accordance with normal statutory rules. There is no reference therein to any flexible employee being paid full pay throughout any period of maternity or paternity leave.
14. The claimant's partner, Mr Zydeliunas was also employed by the respondent at Hams Hall and was therefore subject to similar terms and conditions.
15. Given the relatively limited space that the respondent occupied in its administrative offices at the BMW site and for security and data protection its policy was to destroy original documentation that had been signed by its employees once uploaded to the respondent online data storage software site which had been specifically built in order to retain employees' personal and contractual details. This on the evidence was exactly what happened to the claimant's contract documentation referred to above. Employees and workers did have access to the "Universe" site, but this was limited in comparison to administrative officers. Whilst the respondent was responsible for its own employees when working at the premises the hours that they worked were more specifically recorded on BMW's own accounts system called SAP. The respondent would on a weekly basis submit to the BMW SAP system details of its employees and of any absences. The responsibility for uploading and manually adjusting that information and the hours worked on the SAP system was entirely down to BMW permanent staff and it was on the SAP record of hours worked by employees that the respondent then relied when paying its staff.
16. At the relevant material times the claimant had two Line Managers at the Hams Hall location. These were Kristina Zoida and Ania Tinkler. They were both based at Hams Hall in the Staff Line offices. Neither of these employees are now with the respondent having departed under challenging circumstances, Ms Tinkler left in or around February 2024 and Ms Zoida resigned during her own period of maternity leave. Neither were therefore

called to give evidence at the hearing.

17. The claimant discovered that she was pregnant and on the 15th of May 2023 advised Mr. Barry and Mr Iqbal (two of the BMW permanent staff) of her pregnancy. The following day the 16th of May the claimant also discussed her pregnancy with Ms Tinkler. The claimant maintains a discussion took place about risk assessments. On her evidence she further maintains that Ms Tinkler stated she could not carry out a risk assessment without written confirmation of the claimant's pregnancy. In respect of the carrying out of risk assessments the only evidence I heard concerning this on behalf of the respondent was that from Mr Baugh. He was at the material time Regional Support Manager for the respondent but based at Oxford. He confirmed that normal procedure from his experience was that the respondent would obtain written confirmation of a pregnancy before conducting a risk assessment of an employee and that risk assessments were normally carried out at around 12 weeks and 22 weeks thereafter. However, he could not comment specifically as to the procedure at Hams Hall as he had not worked there.
18. The respondent maintains it was shortly after the 16th of May meeting with Ms Tinkler that the first of two risk assessments was carried out. A copy of the first risk assessment is within the bundle at page 131. It is entitled "Staff Line new and expectant mothers risk assessment" it specifically refers to the claimant and her role described therein as Assembly Operator. It further records her Line Managers as being Ms Zoida and Ms Tinkler. It deals with only a few matters that were specific at that time. These are in relation to "manual handling" for which thereafter it was recommended that avoidance should be made of heavy items; to posture that could cause mental or physical fatigue with the answer "possibly in the future" and as detailed at page 132 of the bundle in terms of generic hazards and risks that safety boots, gloves and uniform were required to be used. That the claimant was used to following instructions for processes from a display screen.
19. The bottom of the form copied up page 132 of the bundle is signed by the assessor and also by the employee both dated the 22nd of May 2023. The assessor's signature appears to be that of Ms Tinkler but the document is also purported to be signed by the claimant. It was this document (the first of several thereafter copied within the bundle) that led to the calling of Mr Jarman as a witness for the respondent. The reason for his inclusion into the proceedings was that the claimant categorically denied that there had ever been such a risk assessment or any risk assessments carried out. That she had never seen the risk assessment form before and that was not her signature on the risk assessment itself. Although she conceded that the signature looked similar to her normal signature, she maintained categorically that it was either forged or had been cut and pasted from another document. That this was further evidenced (she maintained), by the fact that the first written document that established she was pregnant available to the respondent was a copy of her scan document dated 27 May 2023 at page 133 of the bundle. She was not able to say which other document the signature may have been taken from or who it may have been that carried out such an exercise.
20. Similar to the aforementioned contract documentation it was the respondent's

case that this risk assessment had also been uploaded to the Universe online data storage system and that the original document had been destroyed. Mr. Jarman with the agreement of the claimant was called in his capacity as Head of Employee Relations for the respondent to give evidence about how the Universe system worked. He confirmed that original documents would be scanned and uploaded either in black-and-white or sometimes in colour to the Universe system. He provided as additional documents to the bundle a number of screen shots of the claimant's profile and documents that had been uploaded to the Universe system concerning her. These are the additional documents now attached to the bundle (referred to above) numbered 188 to 211. Mr. Jarman confirmed that whilst employees and workers had access to the system, only a user with admin access on Universe could actually open a document that had been uploaded. That a document cannot be edited on Universe but would have to be downloaded by the admin user then edited and then re-uploaded. However, the screenshot concerning the particular document will specifically record on an additional line what it is that has been changed on that document. In other words, it provides a concise history of any amendments or alterations to any documents. This was physically demonstrated by Mr Jarman both to the claimant (at her request) and myself in the tribunal in respect of a document that had been recorded to confirm the claimant's nationality. Originally the claimant had been recorded as being Polish by one of the respondent officers, Mr Harrison. When this error was discovered, the details were downloaded edited and re-uploaded. The screen itself clearly showed a second line on the record confirming the amendment to the original document.

21. Mr. Jarman went on to confirm that none of the screenshots including this risk assessment which had been uploaded by Ms Tinkler on 23 May 2023 (screen shot copy at page 205 of the bundle), displayed any additional lines that would demonstrate that any document had been edited. Mr Jarman also confirmed but the documents once uploaded onto Universe were then stored on an S3 box in the cloud. That the Universe system created a URL link that retrieved a specific document and that further the URL itself had two security features to ensure the document was correct. Firstly, a unique identifier number and secondly the username itself. He confirmed that only two people could have access to the code and they were the original Java developers who themselves could not overwrite the audit trail or edit the S3 box and amend the document once uploaded.
22. Mr. Jarman's evidence in relation to this risk assessment and indeed the other documents that the claimant had signed as put by the respondent was in effect unchallenged in terms of any counter evidence from the claimant. Whilst the claimant was adamant that she could remember in some detail those documents that she had signed and hadn't signed in her career with the respondent I am satisfied in respect of this conflict of evidence that on the balance of probabilities and on the basis of the evidence demonstrated in particular by Mr Jarman that it was more likely than not that the claimant had signed not only this risk assessment document but also a second (which I referred to later) and indeed a number of other documents which again are referred to more specifically below but which she questioned during the course of her evidence. What this showed however was that the respondent was fully aware of the claimant's pregnancy at the very latest by the 22nd May

2023.

23. On the 13th of July 2023, the claimant was absent from work. She confirmed in evidence that she recalled this being the case. The relevant absent from work form is copied within the bundle a page 134. It records the reason for absence as being “scan” The form is dated the 14th of July and is signed on behalf of the respondent but is also purported to be signed by the claimant as the “associate”. The claimant could not confirm or recall if she’d had a scan on this date. Again similar to the aforementioned risk assessment form the claimant challenged the authenticity of this form and also her signature. As with the aforesaid risk assessment form the evidence showed this document in accordance with the respondent’s procedure was uploaded by Ms Bizub to the Universe data storage system on the 17th of July 2023 at 10:15 am as copied at page 206 of the bundle. Whilst the claimant accepted that the signature tended to be that of her style, again she questioned the authenticity of the same. On the balance of probabilities and given the evidence aforesaid of Mr Jarman I also conclude that this was a document signed by the claimant and that it was in relation to a scan as recorded therein. Whilst Mr Baugh when giving evidence commented that from his experience risk assessments were normally carried out at the Oxford site at 12 and 22 weeks after the announcement of pregnancy and relying on written documentation in support (and the above two were not) he could not comment on the practices in this regard at Hams Hall as he had never worked there.
24. On the 14th of July 2023 it was the respondent’s case that a second risk assessment was carried out in respect of the claimant by it was submitted Ms Zoida. A copy of the said risk assessment form is at page 135 of the bundle. It is dated the 14th of July 2023. This is more detailed than the first risk assessment. It makes reference to the risk of “shock” in terms of the track being earthed and the machinery being automatic with a fail-safe operating on personal touch. It refers again to manual handling and that another associate would move “box of pads to the line” it refers to noise being at a reasonable level. It refers to posture causing mental /physical fatigue from standing when completing the task with a chair to be given between engines. It refers to this being a repetitive process. The document concludes at page 136 of the bundle it makes further reference to risk and in the additional comments section records “associate is located near fire exit and toilet. Moved from Band W to Heads from the 17th of July 2023”. The document is dated the 14th of July. It is signed by Miss Zoida and purported to be signed by the claimant. Once again the claimant disputed that this was her signature and denied that she had ever seen this risk assessment form prior to the provision of the bundle of documents. Again the record of this risk assessment is uploaded to the Universe software of the respondent on the 1 August 2023. For the same reasons as above I conclude on the balance of probabilities that the claimant did sign this document and there was a risk assessment carried out at that time. It was the claimant’s case that the only sort of assessment that had ever been carried out was when some five BMW engineers had earlier visited the site and expressed their concerns about a pregnant woman working on the production line. There was no written evidence of this anywhere within the bundle.
25. Hams Hall as a site had a Summer layoff for all of the manufacturing

employees and associates at this point in the Summer. Although the claimant believed it was the last two weeks in July and first week in August, the evidence showed that it was in fact the last week in July and first two weeks of August. The claimant accepted that she did move to the Heads section after the Summer break so clearly, action was taken by the respondent and BMW following the risk assessment referred to above even though the narrative above records "moved from Band W to Heads from 17/7/2023."

26. The claimant continued to work on this section until her absence from employment because of her pregnancy. A page 139 at the bundle dated the 15th of September is a copy of the claimant's form MATB1 form which was handed to the respondent at the latest a few days thereafter. This in itself was uploaded to the Universe software system on the 19th of September 2023 by Miss Tinkler as evidenced at page 206 of the bundle.
27. The claimant thereafter had several days of sickness absence but it was not until the 19th of September that there was clear evidence that the sickness absence that she took on that day was directly related to her pregnancy. There is a copy of the staff line "associate return to work" document at page 140 of the bundle. Specifically it records that the reason for absence was "sickness due to pregnancy" it confirms her return to work on the 20th of September and again this is purported to be signed by the claimant. The records in the additional evidence put before me at page 206 show that this document was uploaded onto Universe on the 25th of October 2023 at 9:42 hours. This appears at page 206 of the bundle. Once more the claimant disputed that this was her signature but again for the reasons as set out above, I am satisfied on the balance of probabilities that this was another document that she had signed.
28. A page 141 of the bundle is a further return to work form completed by and on behalf of the claimant. This records that she had a further sickness absence from the 18th of September until the 25th of September 2023. Whilst this document overlaps with the document at page 140 of the bundle it records that she came back to work on the Wednesday 20th of September 2023 but was then absent because of a viral infection until the 25th of September 2023. Again and as before the claimant disputed her signature on the bottom of this document. Once more the records show that this was uploaded to the Universe platform on the 11th of October 2023 as noted at page 206 of the extended bundle. Again for the reasons set out above on the balance of probabilities I conclude that the claimant did indeed sign this document.
29. There was no doubt that the claimant was enduring a difficult pregnancy and also trying to maintain her income from work. On her final triage visit, she was advised that there was a risk of a premature birth. She had also been further absent through pregnancy related sickness on the 11th and 12th of October 2023 as evidenced by the return to work form copied at page 142 of the bundle dated the 13th of October signed on behalf of staff line with return to work on the 13th of October. One more the claimant whilst stating that she recalled she was away on the 11th of 12th of October was not prepared to confirm that she had signed this document. The records show that this was uploaded onto the Universe platform on the 17th of October 2023 by Miss Bizum. This is also noted in the additional evidence at page 206 of the bundle.

Again for the above reasons, I conclude on the balance of probabilities that the claimant did sign this document.

30. The claimant was further absent from work with sickness from 19 October until the commencement date as submitted by her of her maternity leave on the 23rd of October 2023. She did attempt to return to work on that date but having told her BMW line manager of the potential premature birth of her child he directed her to the respondent's office on the basis that she was unable to continue with her duties because of the above. Before leaving work the claimant met with Miss Zoida accompanied by her partner Mr Zydeliunas. A discussion took place about statutory maternity leave and statutory maternity pay. Both the claimant and Mr Zydeliunas confirmed that Miss Zoida advised her that she would be "fully paid" and that she should start her statutory maternity leave. Whilst Miss Zoida did not give evidence before the tribunal a discussion about maternity leave clearly took place. There was no record in writing of this discussion although it is the claimant's case that Miss Zoida documented something on her laptop. Both the claimant and Mr. Zydeliunas accepted that the words "fully paid" could be interpreted as meaning statutory maternity pay in line with the contractual documentation rather than full normal pay throughout the period of her maternity leave given that there was no authority for this within the claimant's own contractual documents.
31. The claimant thereafter gave birth on the 10th of November 2023 having commenced her statutory maternity leave. She continued to receive her full pay throughout her maternity leave. It was the claimant's case that on a previous assignment some years before when working through Staffline at a company TJX she had been paid in full throughout her then maternity leave. However, this was not recorded within her own witness statement only by way of reference to there being "better communication" in terms of that assignment than her current one. What was clear was that nothing was done by the respondent in respect of pursuing any application for statutory maternity pay.
32. The claimant maintained that she became increasingly concerned about the lack of clarity on her statutory maternity pay position. This was despite her argument to the contrary that she understood that she was in any event being paid in full. The claimant maintains that she made several phone calls to the numbers that she had which were the mobile call lines of Mr Baugh and Miss Begum during the months of her maternity leave. There is evidence of this within the bundle itself in terms of phone communications made but not until the start of April 2024. There is no written communication from the claimant expressing her concerns about lack of progress with statutory maternity pay or any grievance lodged and the claimant was unsure as to the dates and times when these attempts were made.
33. Mr. Zydeliunas confirmed that the claimant was concerned about her SMP during this period and that she had phoned to speak to management concerning the same. However, he was also unclear as to the nature and dates and times of these calls and it was only in or around April 2024 that he was sure that the claimant had made contact by telephone following the receipt of her P60 end of year certificate. The reason for this was because it showed no evidence of statutory maternity pay ever having been paid.

34. The claimant was contacted by text message by Miss Begum of the respondent on the 4th of April 2024 asking the claimant to confirm the exact date in October when she commenced statutory maternity leave. A copy of the record of the text messages that then took place between Miss Begum and the claimant is at page 149 onwards of the bundle. Within them Miss Begum is also querying whether the claimant had been receiving maternity pay or normal hours and whether she could come in for a meeting. By this time both Miss Tinkler and Miss Zoida had left the employment of the respondent. Miss Tinkler in forced circumstances because it had been discovered in or around February 2024 that she had started a rival recruitment company and Miss Zoida because she resigned during her maternity leave because of difficulties that had developed between the parties. Neither of these ladies were therefore contactable to confirm any of the dates of which they would have had knowledge concerning the claimant's statutory maternity leave or pay. As it was it was discovered in April 2024 during the course of an unrelated internal audit made by the respondent that the claimant had been incorrectly paid in full and therefore overpaid during the whole of her maternity leave. This prompted the messages referred to above from Miss Begum.
35. The respondent was first alerted to this when carrying out the said internal audit. Mr McKinley who was running the audit had noticed that they were missing a number of completed conflict of interest declaration forms which included one from the claimant. It was never the respondent's intention that the claimant should receive full pay throughout her maternity leave as evidenced in her signed contractual documents referred to above. The explanation appears to be that BMW had not amended their SAP records to reflect the fact that the claimant was absent from work from October 2023 onwards. No physical checks were carried out by the staff employed by the respondent as when at Hams Hall they relied on the hours recorded by BMW on the SAP records which were then transferred to the respondent for payment to be made to the associates based on that. This was therefore never questioned or raised as an issue until the month of April for the reason set out above. The respondent was therefore faced with a situation of having overpaid the claimant by some £19,000.
36. It was at this point that Mr Baugh became involved. He was alerted at the beginning of April that there was a concern that the claimant had been overpaid as part of the initial work on the internal audit and the fact that the claimant did not have a completed conflict of interest form. At page 147 of the bundle is an email that he was made aware of by Mr Brooks to Mr Hughes of the respondent company which records that the claimant had been overpaid by some £15,000, had gone on maternity leave last October and had advised Miss Tinkler at the time. That the claimant had completed forms in the office with Miss Tinkler but had then been paid in full ever since as she had not been reported as absent in the BMW SAP records. That this has only come to light because of the internal audit process. Mr Mackinley had caused conflict of interest forms to be sent to those whose signatures were required including the claimant. A copy of the signed returned form is at page 103 of the bundle with the claimant's signature purported to be at page 104 dated the 12 August 2024 This was also uploaded to Universe on 19 August 2024. Once again the claimant challenged the authenticity of her signature before the tribunal which for the reasons set out above I accept on the balance of probabilities was the

claimant's signature.

37. The error for the mis-recording of the hours worked by the claimant lay with BMW for not having manually amended its records and not having updated the same to record her absence. It was determined that Mr Baugh should meet with the claimant to discuss how to resolve this issue as soon as practicable. Mr. Baugh at the relevant time was Regional Support Manager of the respondent company in Oxford and was responsible for that. This was a matter that was tasked to him to attempt to resolve. A meeting was therefore arranged with the consent of the claimant to assess the position. All the evidence showed that the claimant was content to comply and attend any such meeting.
38. The first meeting between the parties took place on the 2nd of May 2024 in person. The claimant was in attendance and it was chaired by Mr Baugh with Miss Begum taking notes on her laptop. A discussion took place about the overpayment which Mr Baugh made clear was not the claimant's fault and that the error lay with BMW for not manually uploading their system. When the claimant learned of the amount involved (having been shown copies of her payslips) and that this money had been paid in error and needed to be repaid there is no doubt she was very upset. The claimant maintained that Mr Baugh was aggressive in the manner in which he conducted this meeting but this is the contrary to the evidence both of himself and also Miss Begum who confirmed that it was conducted in a professional manner, but agreed that it was unsurprising that the claimant was upset when learning the news that some £19000 had all been paid to her in error. Mr. Baugh suggested that it may be possible to deduct the statutory maternity pay that should've been paid to the claimant at that time from the amount that was owed as one way to commence at least a partial return of the funds. It was common ground that the claimant was then asked to provide a copy of her MATB1 form and that she confirmed that she had already supplied this some time before. It was also at that time (on the oral evidence before me), that the claimant raised her recollection of having been paid in full when working at TJX some years before. The meeting was adjourned whilst Mr Baugh made some further enquiries.
39. The claimant had maintained that she had asked both at this meeting and previously for a copy of her contract given the issue about the statutory maternity pay and that this had not been forthcoming. However, once again there is no written evidence that she had emailed anybody at the respondent to chase this matter up and certainly neither Mr Baugh nor Miss Begum could recall during that meeting being requested to supply a copy of her contract.
40. Having made further enquiries Mr Baugh discovered that the claimant had indeed supplied her form MATB1 and it was recorded on the Universe system and he had mistakenly overlooked this. Having then calculated the dates of her maternity leave compared to the dates of her employment, it was discovered that she was not in fact eligible for statutory maternity pay but may have been eligible for statutory maternity allowance. A further meeting was therefore agreed with the claimant for the 13th of May 2024.
41. The claimant attended the 13th of May meeting with a companion. Once again

Miss Begum was in attendance with Mr Baugh chairing the same. A repayment plan was potentially discussed with the claimant given that she was advised by Mr Baugh that she had not been eligible for SMP. It was denied by Mr Baugh that at either of these meetings he suggested that the claimant would effectively have to work for free or that he had the authority to agree any final repayment plan at all given on his evidence that he could not do this without senior managers approval. The only other matters discussed at the meeting was the potential for the claimant to return to work but the claimant made it clear that she was not mentally well enough to consider doing that at that time. In respect of both of the meetings in May whilst there is a conflict between the claimant and the respondent witnesses about what was said about some matters and the manner they were conducted in, in the absence of any written records I accept the recollections of Mr Baugh and Miss Begum as being the more accurate versions on the balance of probabilities because they corroborated each other's version of events on the evidence before me and there was no other independent evidence to challenge that.

42. A subsequent meeting took place with Mr McKinley with the claimant in June 2024 when the claimant attended on site to meet with Mr Baugh who was absent on holiday. Mr Mckinley recalled that the claimant raised the issue about her outstanding debt with him but was unsure if he knew by this time about the details of the overpayment. He did not ask the claimant at any time to sign a new contract because there was no clause allowing the respondent to make deductions from her wages (unchallenged by the claimant during the hearing). Certainly, the claimant indicated that if she was not given accurate information about the debt that she would be contacting ACAS. Mr McKinley subsequently sent the claimant an SMP 1 form so that she could apply for maternity allowance as copied that page 167 of the bundle. The claimant had already by this time been in touch with HMRC and had been advised that she was not eligible for statutory maternity pay as evidenced by the letter from them to her at page 157 of the bundle.
43. The claimant commenced early conciliation with ACAS on the 12th of June 2024. On the 26th of June the claimant attended a further meeting with Mr Baugh and Miss Begum when she was provided with a copy of her contract. Whilst her partner and the claimant maintained that she had been asking for this on several occasions there was no written evidence before the tribunal that this was ever the case. The only evidence relating to new contracts was that Mr Zydeliunas had signed a new contract when he was working in the factory when a number of other colleagues were also asked to sign the same and he maintained he took a contract home to the claimant. However, the evidence of Miss Begum was that the only reason that both Mr Zydeliunas and his colleagues were then asked to sign new contracts was because they had been TUPED over from the previous company. The claimant had never been so TUPED so this was not relevant to her.
44. Following the issuing of the ACAS early conciliation certificate on the 24th of July 2024 and the respondent therefore becoming aware of the potential of a claim against it, Mr Dooley then Head of employee relations, emailed the claimant seeking information of the allegations that she had made and also what she needed of the respondent in order to return to work. A copy of his

email is at page 172 of the bundle. Mr Dooley was suggesting a meeting in a format to suit the claimant to discuss the concerns that she had raised and to agree what could be done about getting her back to work. He makes it clear in his email that the claimant was welcome to “reach out to either me or your on-site staff line team”

45. On the 29th of July 2024 the claimant replied to his email as copied at page 174 of the bundle asking for bullet points as to what the meeting was about. On the 30th of July Mr Dooley responded as copied up page 173 of the bundle stating that he wanted the meeting to better understand some of the concerns that the claimant had raised via ACAS as she was still an employee of Staff line. He stresses in the email that it was important that they get to the root cause of any concerns that the claimant had and finally that he knew that she was due to return to work following statutory maternity leave within the next couple of months and wanted to make sure everything was in order to support her on that return.
46. On the 5th of August as copied it page 175 of the bundle the claimant sent a further email asking Mr Dooley to bullet point the specific points he wished to discuss at the meeting to help ease some anxiety. He responded on the 6th of August again copied a page 175 that the respondent wished to understand and work with her to resolve any concerns that she had about the matters that she had shared with ACAS and how she wished for the matters to be looked into. He concludes his email by saying that she should not be concerned and if a face-to-face meeting wasn't suitable a virtual meeting might be preferable.
47. No subsequent meeting took place. The claimant had on her own evidence suffered serious issues with her mental health and no further contact was therefore made with the respondent following which she brought her claim before the Employment tribunal on the 20th of August 2024. While she has since attended further meetings of a welfare nature (as evidenced by her) in January, March and April 2025 and the 7th of October 2025 when updates were discussed about her mental health, she has not been able to return to work and remains on long-term sickness absence.
48. These were the material facts relating to this case.

49. The submissions

50. I received both written and oral submissions from both parties which I have carefully considered and taken into account. In addition I have received a copy of a bundle of authorities relied on by the respondent which had previously been submitted to the claimant.
51. Miss Cashell on behalf of the respondent provided detailed written submissions which can be summarised as follows. She deals firstly with the facts to be taken into account setting out the history of the claimant's employment, the signing of the contractual documentation and the relevant documents relied on by the respondent. It is submitted on behalf of the respondent that the claimant's signature of documents was consistent and appropriate on all that she signed. That whilst the respondent was not suggesting that the claimant was a liar nevertheless it is argued that she had

signed a number of documents in her career and most likely with the passage of time had forgotten those that she had appended her signature too.

52. Miss Cashell submits that the signatures on the original contractual documentation (which the claimant accepted she had signed), were similar to the other documents that were copied into the bundle. It is argued on behalf of the respondent that Mr Jarman's evidence (which was largely unchallenged), set out the process by which the respondent retained its contractual documentation and uploaded it accurately to the Universe system. That there were measures in place to prevent any person without authority amending or altering those documents once uploaded because the history of access to the documents was always recorded on the system. That this bore out the records of the risk assessment documents and the absence from work documentation and indeed the final document i.e. the conflict of interest form that the respondent submits was signed and returned to the respondent in or about June 2024 by the claimant (a further document the claimant denied ever having signed).
53. That as to the commencement of the claimant's maternity leave and subsequently the non-processing of the application for statutory maternity pay there were no live witnesses that could be called by the respondent who could give direct evidence on the same. That this was not least because both of the claimant's line managers i.e. Miss Tinkler and Miss Zoida had left the employment of the respondent because of breakdowns in their relationships with the respondent in or about February 2024. That said it is submitted on behalf of the respondent that any failure which is acknowledged to have taken place in the processing of the SMP documentation was a clerical error rather than because of the claimant's pregnancy maternity leave or absence on pregnancy related sickness. That in terms of the overpayment to the claimant throughout maternity leave, this was an error compounded by BMW itself and upon which the respondent relied in terms of hours worked i.e. by calculations from the BMW SAP system. That there was no provision in the contractual documents for the claimant to be paid full pay throughout her maternity leave and it was never the intention of the respondent to pay her full pay.
54. That in regard to the claimant pursuing regularly her concerns about lack of information about statutory maternity pay with the respondent, there was no written evidence that she had attempted to chase this up and that telephone lines of communication were not in reality opened to the respondent until in or about April 2025 following the receipt of her P60 indicating a lack of detail as to the SMP. That two meetings on a professional basis were held with the claimant on the 2nd and 13th of May 2024 which were entirely appropriate and conducted (as evidenced by Miss Begum), by Mr Baugh in a professional manner outlining the difficulties that the respondent faced and to discuss what could be agreed to refund the respondent for the money it had inadvertently overpaid. The respondent having only discovered this at the commencement of the internal audit when examining certain employee's conflicts of interest forms.
55. That in terms of the claimant's contractual documentation this was supplied to her by Mr Baugh at a subsequent meeting in June. That again there was no written request received by the respondent prior to that or evidence that the

claimant had sought copies of her contract prior to this and that this had never been withheld from her.

56. That following the meeting with Mr Baugh in June and an earlier meeting with Mr McKinley who denied (and was not challenged that he had ever asked the claimant to sign a new contract) and following the claimant commencing Early conciliation, Mr Dooley the then Head of employee relations entered into reasonable correspondence with the claimant to set up a meeting given that she was still an employee in an attempt to try and resolve matters and get to the bottom of the difficulties the claimant was experiencing. That this was a reasonable response and was not an act of victimisation nor was the reply to the claimant's request for clarification of a meeting that did not in any event take place.
57. Miss Cashell then moves onto general legal principles on evidence setting out the relevant burdens of proof in terms of the claims of discrimination and in terms of the detriment claims under the Employment Rights Act. She then moves onto the law in relation to pregnancy and maternity discrimination and the cases relied on there too and concludes her written submissions by analysing each of the relevant issues that I had to make findings on as per the list of issues set out earlier above. She submits that there was no basis that I could conclude that any detrimental or unfavourable treatment that the claimant maintains that she was subjected to was because of her pregnancy or pregnancy sickness related absences. In regard to the claims of victimisation, that these were simply responses enquiring about how to improve the situation after the claimant had commenced Early Conciliation.
58. Finally Miss Cashell turns to the question of time limits which she sets out in detail so far as the respondent's case is concerned in relation to the various individual incidents relied on by the claimant.
59. Miss Cashell followed this up with some brief oral submissions reiterating the respondent's case. That all of the documents purported to be signed by the claimant (which she disputed), were on balance actually signed by her setting out and highlighting again the evidence in support thereof. It was submitted that both the claimant and her partner with the passage of time, the pressure of litigation and the consequences of overpayments caused them to be mistaken as to their recollection and that this was an error on their part. That even if it was the case that I was to find unfavourable acts or detrimental acts had occurred there had to be causation established between the legal heads of claim pursued and the events themselves. That if it was found that there were administration errors regarding the processing of maternity leave and pay that this it was submitted was either incompetence or administrative error That the Line Managers did not do their job at the relevant time but there was nothing to show that any such errors were done because of the claimant's pregnancy or because of her maternity leave or pregnancy sickness absence.
60. Miss Cashell then went onto highlight those sections of her written submissions to do with time issues and that it was submitted that the core problem in this case was the claimant being told about the issue of overpayment and the respondent seeking to make arrangements for the return of the £19,000 overpayment. That whilst it was accepted by the

respondent that this was clearly distressing for the claimant nothing it was submitted had been raised as a concern or a grievance prior to the May meetings and the initiation of the Employment tribunal proceedings. That any matters before that time were out of time.

61. The claimant's written submissions set out the factual background that she asked me to take into account about the commencement of her employment with the respondent. How she had signed the original contracts but had not been provided with copies. That she had notified her Manager about her pregnancy, but was denied a risk assessment until such time as she had provided written evidence of her pregnancy. That Mr Baugh had stated risk assessment timelines could not be carried out without an official document and then within a 12 and 22 week timeline which was contrary to the dates on the purported risk assessments provided by the respondent. That there were issues over the calendar dates of the shutdown and move to another section That Mr McKinley could not confirm how the conflict of interest form was given to her and that Mr Jarman had provided no strong reason why original documents needed to be destroyed and digitalised.
62. That so far as the respondent records were concerned if it was so accurately digitalised they must have been aware that she was being paid in full throughout maternity leave and yet messages were being sent to her in April 2024 asking for details of when she commenced maternity leave. The claimant accepted that she was receiving full salary from November 2023 to April 2024 but maintains that she having been paid in full previously in regard to other pregnancies she paid no "big attention to that"
63. The claimant followed up with some brief oral submissions concerning the lack of evidence in regard to the Line Managers present at the time so that there was no confirmation who signed what document and when. That the respondent was late in terms of dealing with the statutory maternity pay form. That if the respondent was saying there was an administrative error in that regard how could they be sure that other processes were ever done correctly. That witnesses giving evidence could not provide accurate dates or details and that their recollection of conversations during meetings was also not reliable. That so far as the Universe system was concerned it was submitted only extracts of documents were provided to the tribunal once downloaded and if employees are allowed to have access to their personal details on Universe it should have been possible to review all of the documents on there.
64. That in conclusion she was an employee of Staffline and not BMW. That it was Staffline that paid the money to her not BMW. That they should have been aware of what they paid and not having been so, this was unprofessional on their part. That in regard to the respondent submissions, a lot of words had been used which it was submitted appeared to show that they were unable to present their arguments accurately. This concluded the submissions of both parties.

65. The Conclusions

66. In reaching my conclusions below I have taken into account the relevant material facts that I have found, the relevant law that I have cited and which

has been cited to me by the parties and the submissions that each of the parties have made for which I am grateful. Save for the issues concerning the question of time I have dealt with the list of issues in the order as drafted and set out at the beginning of this my judgement in terms of reaching my determinations. I have because a number of the allegations of detriment brought by the claimant under the Employment Rights Act, arise from the same set of facts, adopted for ease of clarity and reference the format in which Counsel for the respondent has set out in her submissions in dealing with the same. I turn firstly to the allegations of unfavourable treatment because of the claimant's pregnancy. In this regard and taking into account section **136 of the Equality act 2010** it is for the claimant to prove facts from which the tribunal could conclude in the absence of an explanation by the employer that unfavourable treatment has occurred because of a protected characteristic, in this case pregnancy. I must also consider the reason why any of her averred treatment has occurred and whether there is a causative link relating thereto. I take full note of the guidance from the tests long established by the case of **Igen v Wong [2005] ICR 931** in regard to the considerations I must have, the establishing of a prima facie case by the claimant and the "shifting" burden of proof.

67. Unfavourable treatment because of pregnancy

68. Did the respondent fail repeatedly to formalise the claimant's maternity leave arrangements despite the claimants repeated requests? Issue 3a

69. In this regard, there is no doubt that the respondent failed to process fully the claimant's maternity leave arrangements. The respondent clearly had the claimant's MATB1 form and had uploaded the same onto its Universe system. In October 23 the claimant together with her partner had a meeting with her then line manager Miss Zoida. I am satisfied that a discussion took place about statutory maternity pay and in the absence of any evidence to the contrary that the claimant was told she would be "fully paid" throughout her maternity leave. Both the claimant and her partner accepted that this could however be construed either way, i.e. full pay or statutory maternity pay. Whatever the position the onus was clearly upon the respondent to process this. They did not do so as both Line Managers who had direct relations with the claimant had left the respondent company by February 2024 on the evidence before me.

70. The respondent fully accepts that they failed therefore to complete this procedure. That they relied on the details provided by BMW that normal working hours were still being undertaken by the claimant and they paid her normal salary throughout this time. They fully accept that this was a clerical error on their part. From the claimant's perspective whilst she maintains that she contacted by phone the respondent on a number of occasions to resolve this matter there is no record of this in the evidence before me nor is there any evidence that the claimant raised her concerns in writing by email or otherwise to the respondent. As it was the claimant was paid in full throughout until at least the beginning of April at which time she learned (as submitted by her) from her P60 that there was no reference to statutory maternity pay. The respondent from their internal audit also realised that they had paid the claimant in full when contractually she was only entitled to statutory maternity

pay. Whilst this was clearly an error on the part of the respondent which has no doubt caused significant concern to the claimant there was no evidence before me that this was done because of the claimant's pregnancy. The explanation which I accept in the absence of any other evidence to the contrary was that there was a clerical error on the part of the respondent but not because the claimant was pregnant. I therefore find that the claim in this respect is not made out and therefore not well founded.

71. The claimant repeatedly had to ask for a risk assessment from the 22nd of June 2023 to mid August 2023. Issue 3b

72. I refer to the material facts that I have found and the conflict in evidence between the claimant and the respondent. The claimant was adamant that she remembered every document that she had signed and that she did not recognise or accept either her signature or the risk assessment documents set out within the bundle as authentic. However having heard the detailed evidence of Mr Jarman in particular and the manner in which the documents are uploaded to the Universe system by the respondent I am satisfied that on the balance of probabilities the two risk assessment documents that I referred to in my material fact findings and which are exhibited within the bundle of documents are authentic. Whilst there was an issue as to when the respondent allegedly normally undertook risk assessments, I am satisfied that they were completed and signed on the dates given by the claimant and subsequently uploaded to the respondent software system. This is clearly recorded in the record of Internet transactions that were added to the bundle by way of additional evidence. The clear evidence was that once uploaded, any subsequent amendment that may have taken place would automatically be logged and recorded within the system. That accessibility to alter or amend entries onto the system was limited to administrative officers who held authority to do so. Whatever the reason why the claimant believes that they were not her signatures or that they were cut and pasted or forged I am satisfied that this was not the case. I do not find it credible that the respondent would have gone to the steps as averred by the claimant to amend or add to their database to reflect or improve their case in this regard. I conclude that there are no primary facts established by the claimant supporting the allegation of forgery as claimed by her. Even if it could be said that there was a question over those documents because the originals were no longer available, I am satisfied with the explanation given to me by the respondent as to the manner in which they record all their documents relating to their employees, i.e. by way of uploading them onto their software system and destroying the originals for storage security reasons. I therefore conclude that this allegation is also not well founded and not made out.

73. The claimant was forced to work on a job that was not suitable whilst she was pregnant from the 15th of May 2023 until mid August 2023. Issue 3c

74. In this regard I accept Counsel's submission on behalf of the respondent that there was no evidence before me to suggest that the claimant was in anyway forced to work on a job that was not suitable. There were two risk assessments carried out. The claimant was moved onto a less demanding position following the second risk assessment and after the return from the Summer shutdown. There was nothing put before me by the claimant to

suggest that she had raised any concern with the respondent about her roles or that she was being compelled to work on those roles. With a lack of such evidence before me the claimant has failed to establish any primary facts from which I could conclude that unfavourable treatment has taken place in this respect. Again therefore I conclude that this allegation is not made out and is not well founded.

75. The claimant was pressurised to work by Jamie Baugh at the 2nd of May 2024 and 13th of May 2024 meetings. Issue 3d

76. Whilst the claimant maintains that certainly the meeting on the 2nd of May was not conducted professionally and that what she concluded from that meeting was that she would effectively have to work for free to repay the debt due, this was not born out by either Mr Baugh and importantly by Miss Begum who was present at both meetings. There was no doubt that the claimant found the 2nd of May meeting in particular a distressing one discovering that she had been overpaid by a significant amount of money and that she was not contractually entitled to the same. The evidence of Miss Begum supports the evidence of Mr Baugh who could not even recall whether Miss Begum was there or not. As set out above, I therefore prefer the respondent's evidence in this regard as it is consistent and conclude that there are no facts from which I could determine that there was unfavourable treatment on the part of Mr Baugh to the claimant established by the claimant. I therefore conclude that this claim also is not made out and is therefore not well founded.

77. The respondent provided lack of support to the claimant during pregnancy. Issue 3e

78. This is a generalised complaint but so far as the period of time that the claimant was working prior to the commencement of her maternity leave the evidence showed and I have made findings to this effect that two risk assessments were carried out by the respondent and that she was moved to lighter duties after the Summer break in 2023. There was no evidence that she had raised any concerns at all about this before me with the respondent. I find therefore that there are no primary facts established by the claimant in this regard from which I could conclude that there has been unfavourable treatment in this respect. I find that this allegation is also not well founded and not made out.

79. Unfavourable treatment because of illness suffered as a result of pregnancy/Detriment related to pregnancy

80. Although the claimant (as with the risk assessment documents) challenged the authenticity of those forms confirming her absence and return to work as referred to in the fact-finding section of this my judgement, they do record that she was away from work on several days because of pregnancy related illness. The documents showed that this first commenced on the 19th of September 2023 and on further days up to the commencement of her maternity leave which in fact supported the claimant's contention that she was absent because of pregnancy related illness at times when working for the respondent. Again in regards to the documents concerning her return to work as set out in my findings in the material facts above, I preferred the evidence

on the balance of probabilities of the respondent to that of the claimant on the basis that the extracts from the respondent's software program Universe clearly showed that these documents whilst destroyed in their original format were properly uploaded. There was no evidence to the contrary that they were in anyway interfered with altered or uploaded at a much later date.

81. The respondent misplaced the claimant's paperwork and failed to process maternity leave despite confirming it would be sent to her. Issue 8a
82. The respondent clearly did not (and fully accepts), process the claimant's maternity leave and there was no evidence that they held any documents in this regard. Whilst an explanation in my view is required by the respondent, their explanation is that there was clearly an administrative error or oversight on the part of the respondent to process this. However, there was no evidence put before me on behalf of the claimant that could counter the respondent's position and that could establish that the reason why the respondent failed to process this procedure or submit documentation as alleged to the claimant was because of her pregnancy related illness. As noted above both of her Line Managers had left by February 2024 and therefore whatever evidence they may have given could not be tested before the tribunal. I conclude that whilst these errors occurred they were not because of or related to the claimant's illness and therefore the claim is not made out and not well founded.
83. The respondent failed to conduct a risk assessment. Issues 8b and 14b
84. For the reasons set out above I am satisfied that two risk assessments were formally carried out by the respondent each of which was signed by the claimant. Both of these were completed before the claimant commenced any pregnancy related illness according to the records. For these reasons I am satisfied that these allegations are not made out and not well founded.
85. The claimant was asked by Kristina Zoida Sameena Begum and Ania Turner why she needed so much time off for triage/ additional antenatal appointments. Issue 8c
86. This was not referred to by the claimant either in her own evidence in chief her witness statement or was put to Miss Begum who gave evidence herself. On this basis there were no facts or prima facie case established by the claimant that could support any such allegation and I therefore conclude that this allegation is not made out and therefore not well founded.
87. Unfavourable treatment related to (compulsory) maternity leave. Detriment related to childbirth or maternity leave. Sec 47C Employment Rights Act 1996
88. As recorded above I have adopted the format set out by Counsel for the respondent in her submissions in reaching my determinations on these issues because of the allegations arising from the same set of facts. In regard to the allegations of detriment the claimant must establish that the "detriment" had it occurred was caused by an act or deliberate failure to act on the part of an employer and that such an act was done on one or more of the prohibited

grounds of pregnancy, childbirth or maternity leave. So far as detriment is concerned, I take note of **Shamoon v Chief Constable of the Royal Ulster Constabulary [2003] ICR 337** that it amounts to treatment of a kind that a reasonable worker might take issue with ie that it was to his or her detriment. I take note also of the case cited by the respondent ie **Fecit v NHS Manchester [2012] IRLR** but also that the claimant must establish a “causative link” between her pregnancy childbirth or maternity leave and the detriment relied on.

89. The respondent failed to process the claimant’s maternity leave and failed to provide paperwork when chased by the claimant throughout her pregnancy. Issue 11a and 14a and 14d.
90. As recorded above the respondent clearly failed to process the claimant’s maternity leave including that paperwork required of them prior to her maternity leave commencing and paperwork thereafter. The respondent fully accepts this position but in order to establish unfavourable treatment in the same situations as set out above the claimant has to establish that the treatment in this respect was because of her compulsory maternity leave and that was the reason why. The reason why the respondent failed to process this on the evidence was an administrative error on their part but there was nothing to suggest before me that this was because of or relating to her compulsory maternity leave or that the failure to provide paperwork was detrimental treatment caused by her maternity leave or childbirth Accordingly I conclude that these allegations are not made out and therefore not well founded.
91. The respondent failed to act when chased by the claimant on multiple occasions. Issue 11b and 14c
92. Aside from the phone text discussions that took place from the beginning of April onwards there was no other evidence before me and in particular nothing in writing from the claimant to the respondent pursuing the respondent in respect of any matters either related to her compulsory maternity leave or when she was upon it. I conclude that this allegation is simply not made out and there are no primary facts established by the claimant as a prima facie case that would warrant an explanation from the respondent in any event or that there was any evidence of detrimental treatment relating to her pregnancy childbirth or maternity leave. I therefore find that these allegations are not made out and not well founded
93. The respondent neglected the claimant and failed to communicate with her. Issue 11c
94. In this regard, I agree with the submission made by Counsel for the respondent that even having heard the evidence it is unclear what this relates to. The issue with the overpayment became clear to the claimant and the respondent by the beginning of April 2024. The respondent then did communicate with the claimant as per the evidence in the bundle of the phone texts through Miss Begum during the course of the claimant’s maternity leave

I conclude therefore that there are no primary facts or prima facie case established by the claimant in this regard and that therefore this allegation is not made out and not well founded.

95. The respondent overpaid the claimant during her maternity leave. Issue 11d and 14f
96. It is accepted by the respondent that contrary to the contractual documentation they continued to pay the claimant in full throughout her maternity leave. The claimant therefore received this money and had the benefit of the same when technically she should either have been paid (if she qualified for) statutory maternity pay or in the alternative statutory maternity allowance. There was no written communication from the claimant to the respondent before me that she had any time sought to address any concern she had in this regard. I conclude that such a payment does not of itself amount to unfavourable treatment nor could be said to amount to a detriment and this allegation is not made out and not well founded. If the claimant had not been paid anything at all that would certainly have been a different case but it was not the position so far as the claimant was concerned.
97. The claimant was invited to attend a meeting linked to an overpayment the respondent had made to the claimant. Issue 11e and 14e
98. The respondent accepts that it invited the claimant to attend meetings and indeed two meetings did take place to discuss the issue of overpayment. The claimant on the evidence was equally keen to meet to discuss this matter further. Again I do not see how this can amount even on these primary facts to unfavourable treatment or that this could be considered to amount to a detriment arising from childbirth pregnancy or maternity leave and I conclude therefore that this allegation is not made out and not well founded
99. The respondent failed to notify the claimant that she was not entitled to full pay or SMP during her maternity leave. Issue 11f and 14g
100. The facts show that the respondent accepts that relying on the BMW hours notifications it did continue to pay the claimant her full pay during her maternity leave. The respondent did not become aware the claimant was not entitled to SMP until this was looked into by Mr. Baugh as a result of the first meeting in May 2024. Whilst clearly there were errors on the part of the respondent in this regard and an oversight by Mr Baugh for not spotting the MATB1 which had previously been uploaded, this was not something that they had been aware of up until that point in time and then acted upon it. Whilst the facts show that they did fail to notify her conclusively that she was not entitled to full pay or SMP during her maternity leave, this was not because of or linked to her compulsory maternity leave or that this amounted to detrimental treatment because of pregnancy, maternity leave or childbirth. The reason why was because of an oversight/administrative error on the part of the respondent and accordingly I conclude that this allegation is not made out and therefore not well funded.
101. The respondent treated the claimant poorly from April 2024 like the situation was her fault. Issue 11g and 14i

102. The facts show that the claimant was willing to attend meetings with the respondent to discuss the position of overpayment more particularly when she found the information lacking in regard to SMP in her P60. Mr Baugh was adamant that he did not in any way suggest that the fault for this lay with the claimant. He was clear that the fault lay with BMW in failing to manually upload their system. The claimant did not challenge this at the tribunal hearing and I therefore conclude that there was no evidence or prima facie case established by the claimant in this regard that could constitute unfavourable treatment or that any detriment is made out. Again, therefore I find that these allegations are not made out and therefore not well founded.
103. The respondent sent the claimant a message asking on the 4th of April 2024 if she was attending work. Issue 11h and 14h
104. The facts show that Miss Begum did send the claimant such a message. The claimant made it clear in reply that she was still on maternity leave. The fact that such a message was sent does not in my view even establish a prima facie case of unfavourable treatment or that it was detrimental to the claimant. It was simply an inquiry as the position of the claimant. She responded accordingly. I conclude therefore that this allegation is not made out and not well founded.
105. On the 2nd of May 2024 the respondent asked the claimant to work for free upon her return to work to repay monies. Issue 11i and 14j
106. This allegation was not actually set out in the claimant's witness statement although certainly it was raised during the course of oral evidence. Mr Baugh categorically denied that at either the 2nd or 13th of May this was ever suggested to the claimant. The only other witness present at both of these meetings was Miss Begum who corroborated Mr Baugh's recollection of events. In conclusion I prefer the corroborated evidence of Mr Baugh to the claimant's evidence in this regard ie that this suggestion did not take place in either of the meetings. I therefore conclude that neither primary facts nor a detriment have been made out by the claimant in support of this allegation and I conclude that they are also not well founded.
107. On the 13th of May 2024 did the respondent ask the claimant to repay the overpayment she had received by May 2025? Issue 11j and 14k
108. It was accepted by the respondent that discussions on the 13th of May surrounded a possible repayment plan. Mr Baugh had made it clear that any repayment plan would have to be approved by his managers in any event. Both Mr Baugh and Miss Begum confirmed that no specifics were agreed at that meeting and no indication was given to the claimant by way of deadlines for full payment or that it should be in any form of lump sum. I conclude that this alleged treatment or detriment did not occur and I prefer the corroborated evidence of the respondent in this regard. I find therefore that these allegations are not made out and therefore not well founded.
109. The respondent did not send the claimant a formal letter outlining the overpayment and amounts due despite the claimant requesting it and several requests from the claimant and promises by the respondent that it would send

it. Issue 11k

110. I heard no evidence from the claimant either by way of evidence in chief or as part of the cross-examination concerning this allegation. In the absence of any such evidence and this allegation not having been pursued by the claimant during the course of the hearing I conclude that no primary facts have been made out or prima facie case established by the claimant that could possibly make out alleged unfavourable treatment in this regard. I conclude therefore the allegation has not been made out and is therefore not well founded.
111. The respondent refused to send the claimant a copy of her signed contract of employment. Issue 11l
112. The facts show that on the 26th of June 2024 a copy of the claimant's signed contract of employment was handed to her by Mr Baugh during that meeting that he again held with Miss Begum present. I accept the respondent's evidence in this regard and conclude, therefore that there was no evidence or therefore primary facts made out by the claimant to sustain this allegation. I find also that this allegation is not made out and therefore not well founded.
113. On the 26th of June 2024 Stuart McKinley insisted the claimant signed a new contract because there was no clause allowing the respondent to make deductions from her wages. Issue 11m
114. The unchallenged evidence of Mr McKinley as submitted by Counsel for the respondent was that he did not ask the claimant to sign a new contract because there was no clause allowing the respondent to make a deduction from wages. This was not relied on by either the claimant or her partner during the course of evidence before me. In any event in terms of the contractual documentation that the claimant accepted that she signed at the commencement of employment at page 87 of the bundle clause 8.7 sets out the right for the respondent employer to deduct from the employee's pay any sums which the claimant may owe the company including any overpayment made by them. I conclude therefore that there were no primary facts established by the claimant and therefore no prima facie case in this regard and that this allegation is also not made out and not well founded.
115. Did the respondent threaten the claimant with allegations made through ACAS by asking her to come to a meeting in July 2024 and or refused to provide the claimant further details of the proposed meeting despite the claimant having requested it. Issues 11n and 11o
116. As the facts show once the respondent had learned from ACAS of pending litigation against it (and bearing in mind the claimant was still an employee of the respondent), Mr Dooley reached out to arrange a meeting with the claimant to discuss her concerns and to get to the bottom of the matters that were causing those concerns. Whilst the claimant maintained in evidence that she was uncomfortable about this, there appears to be no compulsion to the meeting ever suggested and the meeting never took place. The documentation i.e. by way of emails and the contents of the same referred to

within the bundle and in the material facts found above are neutral in their stance seeking on the part of the respondent to try to put matters right if at all possible. When the claimant requested further details so far as Mr Dooley was able, he sent those details out but he would not have had the claimant's full version of events as this was very much at the preliminary stage. As it was no meeting ever took place and there is no evidence that the claimant suffered as a result by not attending any proposed meeting. I conclude that no primary facts or prima facie case has been established by the claimant in this regard and even if it could be said it has been established the reason why the respondent was seeking a meeting was to investigate and try and resolve the concerns the claimant had. I conclude therefore that these allegations are not made out and are therefore not well founded.

117. The claims of victimisation

118. In order for the claimant to succeed in a claim of victimisation she has to establish the principles set out in **section 27 of the Equality act 2010** i.e. that she has been subjected to a detriment because she has done a protected act. The relevant case law at the commencement of this my judgement sets out how detriment is to be viewed by the tribunal. I have been referred by respondent Counsel to the case of **Derbyshire and others v St Helens Metropolitan borough Council and others [2007] ICR 841** as to the test of detriment and **Nagarajan v London Regional Transport [1999] 3 WLR 425**. The claimant must establish therefore that she has been "disadvantaged" and that any protected act had a "significant influence" on any outcome. Section 27 (2) of the Equality Act defines what amounts to a protected act. For the purposes of this litigation the respondent accepts that through the ACAS early conciliation process the claimant by making allegations of discrimination because of pregnancy and maternity and did a protected act

119. Did the respondent refuse to send the claimant a copy of her signed contract of employment. Issue 17a

120. I have determined as set out above that the respondent did not refuse to send the claimant a copy of her signed contract of employment. I am satisfied that this was handed to her at the meeting on the 26th of June 2024 and there was no evidence of the claimant persistently requesting this prior to that date. I conclude therefore that this allegation is not made out and therefore not well founded.

121. Did the respondent insist the claimant sign a new contract because there was no clause allowing the respondent to make deductions from her wages? Issue 17b

122. I refer to my findings in paragraph 114 above. For the same reasons I conclude there was no evidence that this was required by the respondent. The detriment is not made out and for that reason the allegation is not well founded.

123. Did the respondent invite the claimant to attend a meeting to discuss allegations made through ACAS? Issue 17c

124. It is accepted by the respondent that through Mr Dooley an invitation was sent to the claimant following the initiation of early conciliation for a meeting to discuss her concerns. The emails that I referred to in my findings of material fact clearly set out what the intention of that meeting was. The intention of the meeting was to explore the concerns that the claimant had raised and to “get to the bottom” of those concerns given that she was still an employee if at all possible. As set out in my findings above. I conclude that this was an action that was open to the employer. I am satisfied despite the concerns of the claimant, that this was done with the right intention and does not amount to a detriment. I conclude therefore for this allegation is not made out and therefore not well founded.

125. Did the respondent refuse to provide the claimant with further details of the proposed meeting despite the claimants requests? Issue 17d

126. I refer to paragraph 116 above. At this stage the respondent would have only received those matters raised in early conciliation. I am satisfied Mr Dooley was seeking to try and resolve matters if at all possible with their employee. There was no threat made and no meeting took place and I am satisfied that Mr Dooley set out as best as he was able what the respondent wished to discuss and try and resolve and to give reassurance to the claimant if it all possible. I am satisfied therefore this does not amount to a detriment or detrimental treatment even if these matters were subsequent to the protected act having been carried out. I conclude again that this allegation is not well founded.

127. The time issues

128. Although there are detailed submissions from the respondent in this regard and also as set out within the original list of issues little if anything was put to the claimant during the course of her giving evidence as to any issue as to time. I do not propose to make any specific findings as to the question of time given that I have gone through each and every issue and allegation raised by the claimant the subject of these proceedings and have made findings against her in respect of each allegation for the reasons I set out above. On the face of matters, these were a continual series of events, but I conclude for the reasons set out above that none of them amounted to acts of discrimination or detrimental treatment or victimisation as claimed. Because of my findings in respect of the principal allegations the question of whether all or some of the allegations relied on were in or out of time would only become relevant if the claimant had succeeded in some or all of her claims.

129. In conclusion whilst there were errors on the part of the respondent (compounded by BMW in terms of the failure to update its own systems), which clearly caused distress to the claimant and resulted in the claimant receiving full pay throughout her maternity leave (something which she was not contractually entitled to), I conclude from the evidence and from the facts found that the claimant has failed to establish that any such errors or acts or omissions on the part of the respondent were because of or in any way related to the claimants pregnancy, pregnancy related illness, maternity leave or the issuing of proceedings and therefore must dismiss all of the claims against the respondent.

Approved by:

Employment Judge Swann

Date: 01/05/2026

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