



EMPLOYMENT TRIBUNALS

Claimant:

Mrs R Aimen

v

Respondent:

Biox Systems Limited

Heard at: London (South) (via CVP)

On: 29 September-3 October 2025; 6-8 October 2025; 9 October 2025 (in Chambers); 5 May 2026 (judgment)

Before: Employment Judge Fredericks-Bowyer
Tribunal Member C Lloyd-Jennings
Tribunal Member R Singh

Appearances

For the claimant: Ms S Bewley (Counsel) (trial);
Ms RM White (Counsel) (judgment)
For the respondent: Mr N Henry (Senior Litigation Consultant) (trial);
Mr C Mills (Litigation Consultant) (judgment)

JUDGMENT

1. The claimant was unfairly dismissed on 26 September 2023 and is owed a basic and compensatory award. The principal reason for dismissal was to remove someone perceived as a nuisance, which is not a fair reason for dismissal and not 'conduct' as the respondent pleaded.
2. The dismissal procedure was unfair.
3. No deductions are made from either element of the unfair dismissal award.
4. The claimant was wrongfully dismissed and is owed statutory notice pay in the amount of 11 weeks' salary.

5. The respondent subjected the claimant to pregnancy and maternity discrimination when it:-
 - 5.1.refused to allow the claimant to return to work on 2 March 2023; and
 - 5.2.dismissed the claimant on 26 September 2023.
6. The respondent subjected the claimant to harassment related to sex when it:-
 - 6.1.commenced disciplinary proceedings against her in August 2022; and
 - 6.2.dismissed the claimant on 26 September 2023.
7. The respondent subjected the claimant to victimisation following her protected act done on 19 July 2022 when it -
 - 7.1.commenced disciplinary proceedings against her in August 2022; and
 - 7.2.dismissed the claimant on 26 September 2023.
8. The respondent subjected the claimant to detriments because of her taking action in relation to health and safety under s44(1)(A) Employment Rights Act 1996 when it:-
 - 8.1.commenced disciplinary action against her in August 2022; and
9. The respondent failed to account to the claimant in respect of accrued but untaken holiday at the end of employment, and the claimant is owed holiday pay.
- 10.The claimant suffered an unlawful deduction from wages (and also breach of contract) across the periods of time set out below when she should have been paid her salary rather than statutory sick pay:-
 - 10.1. 4 March 2022 to 1 April 2022; and
 - 10.2. 24 August 2022 to 19 September 2022.
- 11.The claimant suffered an unlawful deduction from wages (and also breach of contract) from 10 August 2022 to 26 October 2023 when her salary was wrongfully reduced.
- 12.In breach of contract, the respondent failed at the end of the employment to reimburse the claimant for one year of university fees incurred in academic year 2016/2017.
- 13.In breach of Section 38 Employment Act 2002, the respondent failed to furnish the claimant with an updated statement of particulars upon her reduction to part time hours.

14. The claimant's claim relating to her flexible working request is out of time when it was reasonably practicable for the claim to have been brought in time, and so it is dismissed for want of jurisdiction.
15. Any other allegation in the list of issues which is not recorded as succeeding above is not well-founded and is dismissed.

Employment Judge Fredericks-Bowyer

Dated: 5 May 2026