



EMPLOYMENT TRIBUNALS

Claimant

Ms H. Y. Chan

v

Respondent

NHS Professionals Limited

Heard at: Norwich (by CVP)

On: 2-3 March 2026

Before: Employment Judge M Hunt

Appearances

For the Claimant: the Claimant attended without a representative

For the Respondent: Ms A. Niaz-Dickinson

Interpreter: Ms L. Liu-Braham (Cantonese)

JUDGMENT having been sent to the parties on 26 March 2026 and written reasons having been requested in accordance with rule 60 of the Employment Tribunal Procedure Rules 2024, the following reasons are provided.

REASONS

Introduction

1. The Respondent is an organisation that arranges worker placements at NHS premises across the country. The workers it places are often referred to as “bank” workers. Typically, worker placements are temporary, sometimes with no set duration, sometimes they amount to a single shift.
2. On or around 12 September 2024, the Claimant applied to the Respondent for an open-ended part-time placement as a chef at Royal Oldham Hospital. Her application was successful. However, she never took up the placement. She was pregnant at the time of her application and could not start work until early January 2025; once she had given birth to her child.
3. The Respondent says that the Royal Oldham Hospital required a worker sooner than that, so the offer of the placement was withdrawn. The Claimant contends that the withdrawal of that offer amounted to pregnancy discrimination, contrary to section 39 of the Equality Act 2010.
4. This was the only issue for the Tribunal to determine.
5. The Claimant presented her claim on 28 October 2024, after a period of ACAS early conciliation between 22 and 28 October 2024.

6. In determining this complaint, the Tribunal considered a 135-page file of documents together with written statements and oral evidence from the Claimant and a witness called by the Respondent.
7. The Tribunal was very grateful to all the witnesses for the information they provided and was also grateful both to the Claimant and to the Respondent's representative for their assistance and submissions.
8. The Tribunal accepted that all of the witnesses that appeared before it gave a full and true account of their recollections and I am very grateful to them for providing that assistance to the Tribunal.

The Law

9. I will start off by outlining the law that I need to apply which is contained in section 39 of the Equality Act 2010, as follows:

39. Employees and applicants

- (1) An employer (A) must not discriminate against a person (B)—
 - (a) in the arrangements A makes for deciding to whom to offer employment;
 - (b) as to the terms on which A offers B employment;
 - (c) by not offering B employment.

10. Section 18 of the Equality Act 2010 is as follows:

18. Pregnancy and maternity discrimination: work cases

- (1) This section has effect for the purposes of the application of Part 5 (work) to the protected characteristic of pregnancy and maternity.
- (2) A person (A) discriminates against a woman if, in or after the protected period in relation to a pregnancy of hers, A treats her unfavourably —
 - (a) because of the pregnancy, or
 - (b) because of illness suffered by her in that protected period as a result of the pregnancy.

11. In the present case, only the former applies.
12. Sub-section 6 of section 18 details what “the protected period” means. In this case, the withdrawal of the job offer was during the period of the Claimant's pregnancy, so fell within the protected period.

13. Section 136 of the Equality Act 2010 explains the burden of proof provisions for the Tribunal to apply in a case involving discrimination, as follows:

136. Burden of proof

- (1) This section applies to any proceedings relating to a contravention of this Act.
 - (2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.
 - (3) But subsection (2) does not apply if A shows that A did not contravene the provision.
 - (4) The reference to a contravention of this Act includes a reference to a breach of an equality clause or rule.
 - (5) This section does not apply to proceedings for an offence under this Act.
14. What that means is that the Tribunal must, if facts indicate that discrimination may have taken place, find that discrimination had taken place unless the employer proves otherwise.

The Issues

15. The issue for me to determine was whether the Respondent did any of the following acts because of the Claimant's pregnancy:
- 15.1. withdraw the offer of employment by email on 21 October 2024;
 - 15.2. decline to postpone the start of the Claimant's placement; and
 - 15.3. give that placement to another individual.
16. I ought to say that this list of issues had been established by Employment Judge Margo in a Case Management Summary that was produced after a preliminary hearing on 6 October 2025.

Findings of Fact

17. Any findings I needed to make were made on the balance of probabilities, taking account of all of the information available to me. In reality, there was little if any real dispute about any of the facts, save as to the Respondent's intentions at the time of withdrawing the Claimant's job offer. I gave full weight to all of the evidence that the witnesses provided.
18. Leading up to September 2024, the Claimant had been working for B & Q. Due to her pregnancy and ensuing childcare responsibilities, she was looking for new employment that would better suit her circumstances.

19. On or around 12 September 2024, she applied for a position as a chef at the Royal Oldham Hospital. The job advertisement recorded as follows:
- “Type of availability: temporary, part time.
- Expected hours: 22.5 per week.
- Placement end date: temporary ongoing.
- Available from: two to three weeks.
- Notice period: two to three weeks.”
20. The Claimant had a one-month notice period in her employment contract with B & Q. Upon encouragement from the Respondent, she had hoped to make herself available within potentially two to three weeks of her resignation on account of any accrued annual leave that she would have taken at the end of her notice period. At some point during the appointment process, the Respondent reached an erroneous understanding that the Claimant’s notice period was only two weeks. It is unclear why it reached that view.
21. I was informed that the Respondent operates what has been referred to as an “onboarding” process, which essentially involves checking a potential employee’s identity documents and ability to work before registering them as authorised to work for the Respondent. That process was expected to take around one month and the Claimant was informed of that in mid-September. The Respondent did not expect the Claimant to resign from her existing job prior to the completion of the onboarding process.
22. Therefore, the earliest date on which the Respondent could have anticipated the Claimant taking up the position as a chef at the Royal Oldham Hospital would have been in early November 2026, allowing her two to three weeks to work her notice period after the conclusion of the month-long onboarding process.
23. At that time, the Claimant did not indicate that she would not be able to start work before early January 2025.
24. Notwithstanding the Claimant’s employment would not commence until early November at best, the Royal Oldham Hospital was ideally looking for someone to start sooner than that, preferably within two to three weeks. The reason I was given for that was that the Royal Oldham Hospital had a permanent vacancy and was looking to fill that vacancy temporarily pending recruitment of a permanent employee. No permanent employee had yet been identified and there was no set end date to that recruitment process; hence the job was described as “temporary ongoing” in the job advertisement.
25. The Claimant was invited to an interview at the Royal Oldham Hospital on 20 September 2024, which she attended. She was, in her own words,

“visibly pregnant” at the time. Neither the Respondent nor the Royal Oldham Hospital made any comment about that.

26. The Claimant, by this time, had still had not informed the Respondent of her inability to start work until January 2025. She did not inform the Royal Oldham Hospital either, whether at the interview or separately.
27. The Claimant went through the onboarding process which took, as expected, around one month. What that meant was that the Claimant was then registered with the Respondent and eligible to undertake temporary placements. The agreement that the parties reached was enshrined in a document entitled “Flexible Worker Registration Agreement”. I need not explain the details but a copy was provided in the file of documents.
28. It essentially confirms that the Claimant is a temporary worker who will fulfil assignments. There is no obligation on the Respondent to offer her any assignments. When it does so, the Claimant would undertake the assignment as a single period of employment. Different assignments are treated as different periods of employment.
29. On 21 October 2024, the Claimant was successfully “onboarded” and she was asked by the Respondent when she could start the job at the Royal Oldham Hospital. She replied that she could start on 6 January 2025, because she was due to give birth in the meantime.
30. The Respondent called the Royal Oldham Hospital the same day to inform it of that and the hospital said that that was too far in the future. The hospital wished to fill the chef position before January 2025, if possible.
31. The Respondent therefore withdrew the Claimant’s job offer and advertised the role afresh. It found an alternative worker to fill the placement prior to January 2025.
32. The Claimant believes that this amounted to pregnancy discrimination.

Conclusions

33. There were few facts in dispute, as I have explained above. The only real issue for me to consider was whether the withdrawal of the offer of the temporary placement at the Royal Oldham Hospital amounted to pregnancy discrimination.
34. That issue turns on the reason why the job offer was withdrawn. The Claimant says that the reason was her pregnancy; the Respondent says that it was due to her inability or unavailability to start the placement prior to January 2025, in circumstances where the Royal Oldham Hospital wanted to fill it earlier.
35. In light of all the facts that were presented, I was satisfied that the reason the job offer was withdrawn was the Claimant’s inability to take up the placement prior to January 2025. Although that inability was of course

related to her pregnancy, the decision itself was not taken directly because the Claimant was pregnant.

36. I reached this conclusion as, in September 2024, the Royal Oldham Hospital was looking for a worker to start within two to three weeks. I accept, as my findings of fact above demonstrate, that there was some flexibility about the start date, notably to account for the onboarding process and any applicable notice period. Nevertheless, the hospital's desire was quite clear.
37. Once the onboarding process was completed, the Respondent had expected the Claimant to start work within two weeks, by early November. This may well have been both optimistic and inaccurate because of the Claimant's notice period, but it is nevertheless what it expected.
38. The Claimant could not in fact start work until January 2025, which involved a further two-month wait. The Royal Oldham Hospital was not content to wait because it needed to fill the role sooner than that. That was the reason for the withdrawal of the job offer, not the fact the Claimant was pregnant.
39. I should add that this finding is consistent with the nature of the Respondent's business. It predominantly offers NHS employers immediate, temporary, substitutes for absent workers or temporary workers to address short-term needs arising because of vacancies. In this case, it was the latter.
40. It is true that the particular assignment the Claimant had been offered was longer term than others. However, the principle is the same. The role she was offered was to be the temporary worker "filling in" until a permanent employee was found; not to be the person who another would "fill in" for.
41. It is obvious why the Claimant believes that the decision to withdraw the job offer was because of her pregnancy. It is because the pregnancy was precisely the reason why she could not start earlier. However, the Respondent has established that the Claimant's pregnancy itself had nothing to do with the withdrawal of the job offer. It was perfectly happy to employ a pregnant person; it was simply the timing that mattered to the Respondent and to its client – the Royal Oldham Hospital.
42. The key wording in the Equality Act 2010 for me to bear in mind is that, in order for an act, in this case the withdrawal of the job offer, to amount to pregnancy discrimination, the Claimant must have been subjected to unfavourable treatment because of her pregnancy. In this case the treatment was not because of her pregnancy; it was because of the Claimant's inability to start work until January 2025.
43. As far as the Respondent was concerned, the Claimant's pregnancy was irrelevant. Whatever the reason for not being able to start work until January 2025, the placement offer would have been withdrawn and re-advertised.
44. Accordingly, I find that the claim to have suffered pregnancy discrimination is not well-founded and must be dismissed.

Approved by:

Employment Judge M Hunt

Date:27 March 2026.....

Sent to the parties on: 12 May 2026

For the Tribunal Office.

Public access to Employment Tribunal decisions

Judgments and Reasons for the Judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the Claimant(s) and Respondent(s) in a case.

Recording and Transcription

Please note that if a Tribunal Hearing has been recorded you may request a transcript of the recording, for which a charge is likely to be payable in most but not all circumstances. If a transcript is produced it will not include any oral Judgment or reasons given at the Hearing. The transcript will not be checked, approved or verified by a Judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>