



## **EMPLOYMENT TRIBUNALS**

Claimant

Respondent

**Ms S Fazakerley**

**v**

**Flower Operations Limited**

Heard at: **Manchester**

On: **5, 6 February 2026** (in person)  
**25 March 2026** (by video)

Before: **Employment Judge Kenward** (sitting alone)

### **Appearances**

For the Claimant: **in person**

For the Respondent: **Mr A White (Director)**

## **JUDGMENT**

1. The complaint of unfair dismissal for reasons connected with pregnancy, (contrary to Employment Rights Act 1996 sections 94, 99 and 111) is well-founded and succeeds. This means that the Respondent unfairly dismissed the Claimant. The issue of remedy has been listed to be determined at a hearing on 18 September 2026.
2. The complaint of discrimination on the grounds of pregnancy (contrary to Equality Act 2010 section 18) is well-founded and succeeds. The issue of remedy has been listed to be determined at a hearing on 18 September 2026
3. In relation to the Claimant's entitlement to notice pay between 19 October 2024 and 18 November 2024 inclusive, the Claimant is awarded the gross sum of £2,340.00 on the basis that the Claimant is responsible for the payment of any tax or National Insurance, with this amount of £2,340.00 comprising:
  - (1) £2,113.54 on the basis that her complaint of unlawful deductions from wages in relation to the notice period between 19 October 2024 and 15 November 2024 inclusive is well-founded and succeeds; and
  - (2) £226.46 as damages for breach of contract on the basis that her complaint of breach of contract in relation to the notice period between 16 and 18 November 2024 inclusive is well-founded and succeeds.

4. In relation to the Claimant's complaint as to unpaid pension contributions, the Claimant is awarded £329.04 with this amount comprising:
  - (1) £188.02 on the basis that her complaint of unlawful deductions from wages in relation to the deduction of employee pension contributions of £188.02 is well-founded and succeeds: and
  - (2) £141.02 as damages for breach of contract on the basis that her complaint of breach of contract in respect of unpaid employer pension contributions of £141.02 is well-founded and succeeds.
5. The complaint in respect of holiday pay is well-founded and succeeds. The Respondent made an unauthorised deduction from the Claimant's wages by failing to pay the Claimant for holidays accrued but not taken on the date the Claimant's employment ended. The Respondent shall pay the Claimant £704.76 gross. The Claimant is responsible for paying any tax or National Insurance.
6. The complaints as to holiday pay and / or breach of contract and / or unlawful deductions from wages in respect of bank holidays are not well founded and are dismissed.
7. The complaints as to breach of contract and / or unlawful deductions from wages in respect of time off in lieu are not well founded and are dismissed.

Approved by  
Employment Judge Kenward

Dated 30 March 2026

Sent to the parties on

28 May 2026

For the Tribunal office

**Notes**

Reasons for the Judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

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

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. 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/>



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

#### ARTICLE 12

Case number: **6023417/2024**

Name of case: **Ms S Fazakerley** v **Flower Operations Limited**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

**the relevant decision day** in this case is: 28 May 2026

**the calculation day** in this case is: 29 May 2026

**the stipulated rate of interest** is: **8% per annum.**

For the Employment Tribunal Office