



EMPLOYMENT TRIBUNALS

Claimant: Ms Michaela Vickers

Respondent: Teckwood Ltd

Heard at: Ashford (By videolink) **On:** 24 June 2026

Before: Employment Judge R S Drake (of the VR)

Representation

Claimant: In person

Respondent: No ET3 filed and no attendance

JUDGMENT having been determined 24 June 2026 and then sent to the parties 8 July 2026 and full written reasons having been requested by the Respondent (by its director Mr Dharmesh Patel) in accordance with Rule 60(4) of the Employment Tribunals Rules of Procedure 2024 (the “ET Rules”) on 17 July 2026, the following reasons are provided

FULL REASONS

1. There was no attendance by the Respondents today and no explanation for non-attendance or application for postponement provided by them. Following investigation I ascertained that they had been served with the ET1 both at their trading and their registered office addresses and that thus they had been properly served with this claim.

Findings of fact

2. These are as follows:-

2.1 The Respondent company was incorporated 8 October 2013;

2.2 The Claimant commenced employment with the respondents 21 November 2021 as a sales administrator;

- 2.3 the claimant is at present a single mother of twin boys who were born 3 July 2024, which means that she commenced pre-maternity leave a month or so before they were born, following which she was on basic and then extended maternity leave which was due to expire in July 2025;
- 2.4 The Claimant worked during her career at more than one address and not always at the Respondent company's registered office;
- 2.5 The Claimant's employment was terminated by the Respondent company (specifically by Mr Dharmesh Patel) on 4 April 2025, and thus within the period of her extended maternity leave; Her employment was terminated without being given or being paid in lieu of notice;
- 2.6 the Claimant had applied for but been initially refused additional maternity leave but this had later reluctantly been granted; This points to connection between exercising rights to leave and eventual dismissal; There is no evidence before me to rebut the inference I draw that there was such connection;
- 2.7 The Claimant was unable through discussions with Mr Patel to reach a binding amicable conclusion as to her financial rights upon being dismissed, so she commenced proceedings by presenting her claim to the Tribunal 7 May 2025; She cited an address at which she believed Mr Patel could be contacted thinking that it was the relevant address for the respondents for the purposes of service of proceedings; However, the Notice of Claim and accompanying Notice of Hearing were sent by the Tribunal to that address but returned marked "not known at this address";
- 2.8 The Tribunal undertook a Companies' House search which provides definitive legal evidence of the registered office address of the Respondents being 34, 5 Acres, Crawley, RH10 8HN to which address the Notice of Claim and Notice of Hearing were re-served; As at today's date, there has been no ET3 or Grounds of Response from the Respondent's director as identified at Companies' House Mr Patel, and nor has there been any attendance at today's hearing for and on behalf of the Respondent by anyone.
- 2.9 The Claimant's evidence is today completely unchallenged and so I can therefore conclude it is sufficient to reach the findings set out above accordingly.

The Law and its application

- 3. Section 99 paragraphs (1) and (3) of the Employment Rights Act 1996 (as amended)("ERA") provide as follows:-

“(1) An employee who is dismissed shall be regarded for the purposes of this Part of the Act as unfairly dismissed if –

(a) The reason or principal reason for the dismissal is of a prescribed kind or

(b) The dismissal takes place in prescribed circumstances;

(3) A reason or set of circumstances prescribed under this section must relate to

(a) pregnancy childbirth or maternity –

(b) ordinary compulsory or additional maternity leave”

4. Thus section 99 ERA proscribes dismissal particularly where it occurs during maternity leave because of the inevitable impression it creates or from which one can infer a causal connection between maternity rights and dismissal.
5. The Respondents have taken no part in these proceedings whatsoever. Therefore I grant this Judgment under Rule 22 of the ET Rules based a detailed examination of the evidence before me provided by the Claimant in order to calculate the compensation to which she is entitled under both heads of claim.

Conclusions

6. In all respects the Claimant proved that though she was told her employment was being brought to an end on 4 March 2025 with immediate effect on grounds of alleged redundancy, such termination was effected towards the end of but during her additional maternity leave. Therefore I had sufficient grounds to conclude that her dismissal was automatically unfair under Section 99 ERA and Regulation 20 of the Maternity and Parental Leave Regulations 1999 (“MPLR”), and that despite the Respondents apparently ignoring these proceedings, the Claimant is entitled to the compensation and damages as scheduled below.
7. The Claimant’s claim of automatic unfair dismissal (by way of dismissal during maternity leave) succeeds and she is awarded compensation as scheduled below in the total sum of **£21,271.31**.
8. The Claimant’s claim of breach of contract by way of dismissal without notice also succeeds and she is awarded damages as scheduled below in the total sum of **£1,118.46** calculated net of tax.

Employment Judge Drake
Date: 20 august 2026

Sent to the parties on:
Date: 1 September 2026

Note

Reasons for the judgment having been given orally at the hearing, full written reasons having now been given subsequent to the hearing, no further application for reason is available.

SCHEDULE

1. Unfair Dismissal

(a)	Basic Award 3 complete years of employment Therefore 3 weeks gross pay At £461.54 per week – Total	£1,384.61
(b)	<u>Compensatory Award</u>	
(i)	Loss of Statutory Rights	£500.00
(ii)	Loss from effective date of termination To date a statutory maximum of 12 months At £372.82 per week net Therefore total	 £19,386.72
	Total compensatory award	£19,886.72.

2. Notice/Breach of Contract

Statutory minimum of 3 weeks	
Total:	£1,118.46
Grand Total	<u>£22,389.77</u>