



EMPLOYMENT TRIBUNALS

Claimant: Miss J Hewitt

Respondent: Elite Hair Lounge Limited

Heard at: London South ET via CVP (video) **On:** 1, 2 and 3 October 2025

Before: Employment Judge Beckett
Mr N Saunders
Ms E Whitlam

Appearances:

For the claimant: Miss T Meek (claimant's mother)

For the respondent: Mr A Williams (solicitor)

JUDGMENT

1. The complaint of automatic unfair dismissal is well-founded. The claimant was unfairly dismissed.
2. The following complaint of direct age discrimination is well-founded and succeeds:
 - a. The respondent made reference to the claimant's age when advising her to terminate her pregnancy (list of issues 3.2.2).
3. The following complaints of direct pregnancy discrimination is well-founded and succeed:
 - a. The respondent on 4th December 2023 immediately after discovering that the claimant was pregnant told her that she should get an abortion because she was too young to be pregnant (4.1.1)
 - b. On 22nd December 2023 the claimant was marked down as late, despite being on a medical appointment (4.1.2)
 - c. On 26th January 2024 the respondent initially refused to allow the claimant to attend an Ultrasound Appointment (4.1.3)
 - d. On 18th January 2024, after the claimant asked about her job following the birth of her child in a message at 5.30pm she received notice of her dismissal at 5.49pm (4.1.6)
 - e. The respondent logged lateness that did not occur and used a negative tone/ reference to her situation, ie the claimant's pregnancy (4.1.7).

4. The remaining complaints are not well-founded and are dismissed.
5. The respondent has requested written reasons.

REASONS

Background

1. By claim form dated 23 June 2024 the Claimant brought complaints of unfair dismissal, automatic unfair dismissal, discrimination on the grounds of pregnancy, discrimination on the grounds of age, breach of contract (notice pay), holiday pay and unlawful deduction from wages.
2. Early conciliation started on 12 April 2024, and the certificate was issued on 24 May 2024.
3. The claimant was employed by the respondent, a hair salon in London, between 5 October 2023 and 18 January 2024 as a trainee salon stylist.
4. The claims of breach of contract (notice pay), holiday pay and unlawful deduction from wages were dismissed upon withdrawal at a hearing on 28 January 2025 by Employment Judge Wilson.
5. All parties appeared over CVP (video) for the hearings on 1, 2 and 3 October 2025, as previously agreed.
6. There was an initial discussion as to the documents provided. The respondent stated that he had taken the claimant's bundle, which was not paginated, and put it into a bundle. He noted some repetition of documents. There was also a supplementary bundle.

Claimant's evidence

7. Miss Hewitt gave evidence. She adopted her witness statement as her evidence in chief. Her case in summary was that she had not been advised of any issues in respect of her performance during her time working at the salon. She had told her manager Edna Houshyar (EH) that she was pregnant on 4 December 2023, after Edna had looked over her shoulder and seen the claimant making a private ultrasound appointment.
8. On that date, Edna told her that she should get an abortion because she was too young to be pregnant. Miss Hewitt was 19 years' old.
9. Miss Hewitt said she had not taken any days off without permission/ fit notes. She had taken 4 sick days, 2 or 3 were related to pregnancy. She also said she had given as much notice as possible for her medical appointments relating to her pregnancy. She was late on 3 occasions (20 December 2023 20 minutes late, 28 December 2023 5 minutes late, 29 December 2 minutes late).

10. She had not taken any annual leave during her employment.
11. As to her dismissal, on 18 January 2026 the claimant asked Edna what would happen to her role and training when she was on maternity leave, and asked about resuming after having her child. She had raised this at 5.30pm.
12. At 5.54pm she received an email from Edna with the subject "Conclusion of Your Apprenticeship at Elite Hair Lounge Stockwell" (page 79 of the bundle). In this email the claimant was told that after careful consideration and evaluation, she had not completed her apprenticeship journey with them. The email said that they had observed her efforts and dedication and there have been positive aspects to her journey, but that certain "milestones integral to the apprenticeship program were not met". Those were not defined further.
13. Miss Hewitt sent Miss Talisha Cox, the manager, an email asking if she had known about the communication. She said that since Edna had found out about her pregnancy she told her to have an abortion, and made it difficult to work at Elite. She set out that her college advised she was doing well in her apprenticeship, and based on her conversations with coworkers she had passed her 3 month probation.
14. Miss Cox had responded stating that the decision had been made to dismiss her following "careful consideration of various factors, in this case factors such as you arriving to work late, having too many days off and not upholding the high level of customer standards expected from Elite staff". This was repeated in another email on 20 January 2024, as "persistent lateness, a lack of customer service, and multiple unapproved days off" (page 86).
15. Miss Hewitt raised a formal grievance in an email dated 12 April 2024, sent to Edna Houshyar and Talisha Cox (page 101). Her grievance cited breach of contract, automatically unfair dismissal, unfair dismissal, pregnancy discrimination and age discrimination.
16. Miss Hewitt was then cross-examined by Mr Williams.
17. Miss Hewitt stated that she had not been told about any issues with her behaviour or the standards upheld at the salon, nor had she been informed that her probation period had been extended.
18. She stated that in fact, she had been told by a senior stylist Leanole (known as Lee) that she was doing well, and had never had any negative feedback. She had never been shown any customer reviews, and had never been given any verbal warnings.
19. Miss Hewitt said that she had not been given any reason as to why she had been dismissed until she challenged it. When she received the letter stating that she had failed to meet the required standards, she was surprised. She said she was dedicated and showed her commitment at work.

20. Miss Hewitt accepted during her evidence that there was a difference between people on probation and those who had passed their probation. However, she said that her contract had not explained that she was on probation.
21. She did not agree with the suggestion that she had been dismissed simply because things had not worked out at Elite. She did not agree that Elite had behaved reasonably by dismissing her, as she said she had not been told about any warnings or that anything she had been doing that was bad.
22. Miss Hewitt did not accept that the word pregnancy was used for the first time in writing in the appeal letter (page 80 of the bundle).
23. Miss Hewitt stated that the respondent had known about her pregnancy from 4 December 2023, not the 27 December 2023 as suggested by Mr Williams.
24. Miss Hewitt agreed that Elite had three salons, and that they were mostly staffed by women. She said that there were other trainees, but did not know if most trainees were under 20 years old. She had been 19 when she worked there.
25. She said there were 2 trainees in her cohort. She did not agree that she had been recruited from college, and said that she had sent an email saying she was looking for an apprenticeship. She agreed that she was not the first trainee employed at the salon, and that she was not the only woman working there.
26. Miss Hewitt stated that her colleague Edna had told her to get an abortion and that she was too young to be pregnant. This took place on 4 December 2023. She was asked if she was aware that Edna's first language was not English, and she agreed but said that Edna had known what she meant when she said to have an abortion.
27. These comments were the basis of claims for age and pregnancy discrimination.
28. Miss Hewitt agreed that she had no recording of the comment, no CCTV and had not taken a note. Mr Williams suggested that without those there was "no way of judging the context of what she was saying or what she meant". Miss Hewitt said that she knew how Edna had said it, as she had been in the situation and could tell it was "not coming from the heart". Miss Hewitt said that she did not really know how to explain it, but that Edna had not said it to help her in any way.
29. It was suggested to Miss Hewitt that if Edna had said it, it was an awful thing to say, and Miss Hewitt agreed. It was then suggested that if she was making it up, that would also be "pretty horrible", and again Miss Hewitt agreed.
30. On 16 January 2024, Miss Hewitt had sent a message to Edna stating that she could not attend work the following day as she had been having migraines and that she had a sick note from her doctor (page 78). Edna responded saying "I

have to talk to Talisha about that. But I don't think with this situation that you have and all these days that you are asking for a day off you can continue. I understand your situation if you want to work you have to be more responsible and try harder. Anyway I will let you know once I talked to Talisha".

31. Miss Hewitt responded that she still tried her best to go into work "no matter what" and the days she had taken off were for antenatal appointments. She sent a further message the following day saying that she was "very much responsible hence why I didn't stop working when you gave me the choice" (page 220).
32. Miss Hewitt was asked if she had announced her pregnancy to the respondent in a text and she said she had told them in person first. She said that she had not been told to put it in writing. She said told her manager and thought that there would be a risk assessment.
33. Miss Hewitt confirmed in further questions, that she only knew about risk assessments now, and had not at the time. She agreed that the only reference in writing to pregnancy was the text chain on 16 January. In those messages she had asked if she would be able to "carry on [her] apprenticeship as normal" and what happened after she had her child.
34. Mr Williams said that "ultrasound appointments are not hair appointments, and there is a long time between booking and the appointment", which Miss Hewitt agreed was the position. Miss Hewitt agreed that there had been a policy relating to booking annual leave and that she was not allowed to book leave the day before. She agreed that she had known about the ultrasound appointment weeks in advance.
35. Miss Hewitt did not remember if she had asked for the time off the day before. She said she had told her manager that it was an ultrasound appointment, and when the leave had been declined, she said it was ante natal.
36. Miss Hewitt agreed that she had taken the day of 26 December 2023 off as she had stomach pains and a migraine.
37. She did not agree with the proposition that people were sent home early when there was insufficient work which happened quite regularly. She said that she had only been sent home early once in the months that she worked there.
38. Miss Hewitt said that she had told Lee, a senior stylist, that she was pregnant and that she had allowed Miss Hewitt to sit down when she was blow-drying hair.
39. Miss Hewitt was asked about being late, and agreed that she had been late to work on a few occasions, and they were all related to pregnancy issues. She said that she had been treated differently than others who were late.
40. When asked if others who had passed probation and were older and more experienced could text in and say there were going to be late, Miss Hewitt said

that she felt like it should be the same treatment for everyone. She added that every time she was late, she told her manager or someone else who had worked there.

41. Miss Hewitt was asked about the grievance she raised three months after she left, and did not agree that it was reasonable that the respondent had not responded in those circumstances.
42. Miss Hewitt was asked to give more details about when she had told others she was pregnant. She said it was on 4 December, and she had been on a break and looking at her phone. She was looking at time booked off for an anti-natal appointment and Edna had looked at her phone. Miss Hewitt had asked Edna to speak privately as she did not want others to hear, and they had gone into a separate small room.
43. Miss Hewitt told Edna that she was pregnant. Edna asked if the father of the child was around and she had said no, and then had become emotional and cried. Edna had told her she should have an abortion as she was too young and the father was not around. This had made her upset and she asked to go home as she was not feeling up to it and was crying. This was refused and the conversation ended.
44. Miss Hewitt said that she then went into the staff room and Theresa was there and asked why she was crying. She told Theresa that Edna had told her that she should have an abortion. She said that Theresa reassured her and told her it was her choice and she would be OK. After that, they continued working.
45. Miss Hewitt said that Talisha had known by the appointment on 22 December. She had been marked down as late, even though she had been on a medical appointment.
46. Miss Hewitt was asked what had happened on 29 December. She said that she had just washed a client's hair and then had sat down for five minutes to order her lunch. She was told that she had to stand and work, and then told her that she was not being obedient and that she should go home without pay.
47. She said that after that happened, she spoke to her mother on the phone as she was upset. She said that she then sent Edna a message stating that she had not done anything wrong, and she should not have been sent home, especially not without pay. She then had returned to work, and Edna accepted what she had said.
48. Miss Hewitt said that this was the first time since she had told others she was pregnant that she had been told not to sit down.
49. Miss Hewitt said that she had been happy with her job but after she told the respondent that she was pregnant, they treated her differently and signalled her out. She said that Edna asked her to clean menstrual blood from the toilet and clean mouse droppings from the staffroom floor, and no one else had been asked to do that. There had been no risk assessment.

50. Miss Hewitt said that she after she had informed the respondent that she was pregnant, she had asked Edna what would happen about maternity leave and college, whether they would hold her place. She said she asked her three times and she still had not asked Talisha.
51. Miss Hewitt said that she believed that she might have received a copy of the company policies and procedures in a handbook by email during the first week of her employment. She repeated that she had told Edna that she was pregnant on 4 December. She said that her entitlements and obligations were not explained to her at that time, as set out in the policy. She confirmed that they had not explained after that date either.
52. The claimant was clear that she had been placed on unpaid layoff on 17 January 2024, despite there being work available.
53. She had sent in questions about maternity leave, and it was only at that stage, within minutes, that the respondent dismissed her (emails at 5.30pm and 5.49pm respectively).
54. Miss Hewitt concluded her evidence at the end of day one.
55. On the morning of second day of the final hearing, the respondent made an application to adduce new evidence, which was an email.
56. Ms Cox had searched through her sent items in her email and found the relevant email which she had sent to Peninsula. The claimant objected to the email being adduced as she said she had never received it. It was not mentioned at any previous hearing.
57. The Tribunal ruled that the email could not be admitted into evidence. Whilst at first sight the document appeared to assist the claimant, there was a strong objection. The claimant had previously objected to the document being in the bundle as she said she had never received the email. The document was therefore not in the final bundle.
58. It was accepted by the Tribunal that there was an expectation that the respondent would not seek to rely upon the document.
59. The claimant had finished her evidence the previous day, and the email was then produced. Having regard to the overriding objective to deal with cases fairly and justly, and in particular ensuring parties are on an equal footing, the Tribunal did not allow the document to be admitted into evidence.

Respondent's evidence

60. Miss Talisha Cox was then called by the respondent. She asked that her witness statement be adduced as her evidence in chief, with minor corrections as to page numbers which were noted.
61. In summary, Miss Cox stated that the claimant had been dismissed following issues relating to her interaction with customers, persistent lateness, unauthorised days off work and other incidents. She denied that the dismissal had anything to do with pregnancy.
62. Miss Cox was then cross-examined by Miss Meek.
63. Miss Cox said that she employed 12 women in her salons, and that she used the apprenticeship program, and encouraged young stylists. She said that she did not employ HR directly but used Peninsular. Peninsular provided the HR consultancy, contracts and helped with issues.
64. At the Stockwell salon at the time the line manager was Edna, and there were senior stylists, stylists and apprentices. All staff were female. She said there were 3 or 4 stylists, a receptionist and 3 or 4 juniors. She was CEO so not always in the salon as she was "back and forth", but lived close by so was in and out of the salon.
65. She was asked about staff who had dependant children, she said 40% of staff had children, none of the juniors had a child, and Edna had a child.
66. Miss Cox agreed that she had sent an email on 5 January 2024 to all staff asking them to refer all issues to Edna. She said it was a "loud announcement" to ensure staff went to Edna rather than to her, as staff used to go directly to her. She clarified that Edna was no longer employed by the respondent.
67. In respect of notifying management of pregnancy, Miss Cox agreed that it could be reported to Edna as line manager, but said it would be in writing as that would be the professional standpoint as to how things should be communicated. She agreed that the policy did not state that it should be in writing.
68. Miss Cox said that she could not say whether the claimant had told Edna on 4 December that she was pregnant. When asked about a message sent on 27 December about an antenatal appointment request (page 211 of the bundle) Miss Cox said that she could not remember the conversation and was not sure what the claimant had said to her when asking for time off.
69. Miss Meek stated that the respondent's representative had suggested to the claimant that it would be a truly horrible thing to say about an abortion, and suggested to Miss Cox that it would be abhorrent for a mother to make up a story about aborting a child. Miss Cox said that she did not really have an

opinion as women are in different circumstances, and many may decide to have an abortion but later change their mind and say that the baby was the best thing ever to happen. She said that Edna had a young child and hoped that she did not make a suggestion to another woman to abort a child.

70. When shown a screenshot of a message sent to Lee, sent by the claimant who said that she had to tell Miss Cox because Edna was the one telling her she shouldn't be having a baby at 19, Miss Cox agreed that there was no reason to make that up.
71. Miss Cox had said in her witness statement that she would not tolerate a member of staff telling a colleague to have an abortion, and Miss Meek asked what she had done about it. Miss Cox said that she did not recall, but she "definitely would have called Edna up about it" and she would definitely have been pulled up.
72. Miss Cox could not answer whether there was any reason that she had not responded to the claimant about that specific point when it was raised by her after the conclusion of her apprenticeship.
73. Miss Cox said that she was not aware that Edna had only asked the claimant to clean up menstrual blood and mouse droppings, but agreed that it could be degrading and humiliating to a young apprentice. She agreed that they did have issues with droppings at the salon, and that customers sometimes left the toilets in a messy state.
74. Miss Cox said that the dismissal was not based on pregnancy, but on behaviour and not being up to standards. She acknowledged that the claimant had made a complaint of harassment in her email. When asked what she did to investigate the claim, Miss Cox said that it was acknowledged and that Edna "would have been spoken to about that". She could not add any further details.
75. Miss Cox said that there had not been any response to the claimant, but it was "taken up in house".
76. Miss Cox stated that she thought that the claimant had been given a "formal verbal warning" for persistent lateness, but that there was nothing in writing.
77. When asked about the meaning of the words "this situation" in the message from Edna, she thought that it was not a reference to pregnancy but general conduct. She said the message was not very clear, had been taken out of context and said that the author's first language was not English. She said that the context was complaints received as a whole, the claimant's attitude to work, her energy in the salon, that she did not willingly take instructions from staff, made it clear that she did not want to be there, and was not meeting the standards expected for great customer experience.
78. The claimant had sent a message saying that she had been throwing up (p216 of the bundle) to Edna at 8.44am. Edna responded that the claimant could not request leave the same day, but the claimant had been saying she would be

off sick and not requesting annual leave. Miss Cox said that staff did sometimes say they were sick but were willing to take annual leave, but that it was not common. She could not say how often it happened, and agreed that if someone was sick, they should not take annual leave.

79. When it was suggested to Miss Cox that it was not reasonable to expect advance notice of someone being sick, Miss Cox replied that it “depends what we deem as advance notice”. She repeated that annual leave cannot be requested on the same day, and if someone was sick they should call in sick. Miss Cox said that she could not tell from the messages if she was taking annual leave when she was sick, or whether she was trying to book time off.
80. Miss Cox said that in order to be paid for sick leave, you had to be off for at least 3 days. Therefore, if someone was sick, they might ask for annual leave in order not to miss out on pay. She said that Edna was saying that annual leave could not be requested on the same day but that she would approve it that time, and that annual leave could not be requested for sick days.
81. When asked if she thought it was fair for the claimant to have been reprimanded for being sick, Miss Cox said that although the message was sent at 8.44am, she did not call in before 9am. The salon asked for courtesy to be able to plan the day in advance, if someone knew they were sick the day before, and had been throwing up, they had time to say that they were sick.
82. Miss Cox said that she had been very ill during 2024, and should not have been corresponding with staff, just managers, as employees had line managers.
83. Miss Cox was asked about 7 December 2023, when the claimant had half a day’s leave. She had an antenatal appointment and then offered to come in early. However, she was marked as being 20 minutes late. This record was not amended, despite her going into work early as she was trying to do the salon a favour. Miss Cox did not comment on this issue.
84. On 29 December 2023, the claimant was marked as being 10 minutes late, which was not correct, and it was only changed after she escalated it. Miss Cox agreed that there were two entries on that date, one as 10 minutes, one as 0. Miss Cox agreed that the claimant had only been 2 minutes late on that day, and then had clocked out 28 minutes late, so had worked extra time. Miss Cox agreed that it would have been challenging for someone who was being reported as late when they were early, to keep escalating issues.
85. Miss Cox agreed that on the records there was only one record of the claimant being late before 4 December. She said that lateness was an issue and changes had to be made, as a business policy she asked Edna to record lateness “across the board”. She said that it was not personal to the claimant, it was a business structure and she could only assume that the times were not corrected as a result of an administrative error.

86. Miss Cox said she could not say if there was lateness prior to her pregnancy that was not recorded, as some staff were “casual” with the HR app, which was not what she wanted from them. She agreed that there was lateness recorded in October, so a process was in place by then.
87. Miss Cox said that staff members were dealt with individually, and that lateness should not have been put on the group chat.
88. Miss Cox agreed that the claimant had provided a fit note which stated that she was ill because she was pregnant (p219 of the bundle). She agreed that the claimant had said that her migraines and stomach aches were related to her pregnancy in January 2024. Miss Cox agreed that the fact that the claimant had had to go to the doctor was bad (as in serious).
89. Miss Cox said that the termination date of 16 January 2024 was an administrative error on Bright HR. She said that it was entered when the team went to work out accrued holidays, as there had to be a termination date to end access. However, she agreed that the actual date of termination was 18 January 2024.
90. Miss Cox said that she had not already made a decision to end the employment on 16 January that was only communicated on 18 January.
91. Returning to the issue of sick leave, Miss Cox said that they only paid sick pay if an employee was off for 3 consecutive days. If they were off for less than that period, they would either not be paid, or would take annual leave. When asked if staff take annual leave to avoid having sick leave on their record, Miss Cox said that she was not sure why someone would, as it would not make a difference to them. When asked if the claimant had felt that there was scrutiny as to sick leave, she might then take annual leave, Miss Cox said she could not answer that on the claimant’s behalf.
92. Miss Cox agreed that the claimant had seen the doctor on 15 January 2024 and had been signed off until 18 January 2024. The claimant did offer to work on 17 January, despite being sick, but Edna said she did not need to go in as it was quiet.
93. Miss Cox said that there was a clause in the contract about shortness of work, to protect the salon from days where it is quiet as they could not promise to pay wages if it is too quiet, and would expect the staff to stay at home. She said that they try not to do that, as they understand that the staff need wages. However, on that particular day there was only one staff in the salon, and one customer, and the salon closed after that one customer. She said Teresa was the staff member working, and she had a client from 11am to 1pm, and then a consultation, which is free, at 1pm. She said that it did not happen often but the clause for staff to take unpaid leave if the salon was quiet had been signed off as OK with her HR team. She said she paid the HR team monthly. She was asked if it was Peninsula, and she agreed.

94. Miss Cox agreed that the claimant had done work for Teresa, but said that one customer did not require two staff members to prepare. The claimant had therefore been put on unpaid leave that date, 19 January, as it was not busy.
95. Miss Cox said that neither Teresa nor Lee had the authority to tell the claimant that she had passed probation, and “unless it was in writing, it would not stand”. Miss Cox accepted that Lee had given the claimant positive feedback, and she expected employees to champion others when they are doing well, not just as probationers, but as stylists. Miss Cox agreed that the claimant’s grievance dated 12 April 2024 stated that she had only ever had positive feedback, but stated that from what she had been told by “multiple staff members” they highly disagreed.
96. Miss Cox said that the claimant and Lee had been close, and if she had to raise behaviour issues, Lee would have done so in a “nice way”. She said the claimant worked amongst all the stylists, not just Lee.
97. Miss Cox noted the message from Lee saying that her job was “secure”, but said that it had been a “major assumption for her to make” and she did not have the authority to make those decisions. When it was suggested to Miss Cox that Lee had not seen any performance issues with the claimant, Miss Cox said that they were friends essentially so performance issues would not have been discussed directly with Leigh but with management. She said that Lee liked the claimant and wanted her to keep her job, but they were friends and had attended the Christmas party together.
98. The contract provided to the claimant stated that her employment with the company was not subject to a 3 month probationary period. Miss Cox agreed that was within the apprenticeship agreement, but that there definitely was a probation period. She said that the digital system used, Bright HR, had not been filled out how it should have been, and they use it much better now. At the time they mainly used the system for holiday requests.
99. Miss Cox said that the claimant would have been told about probation, and the contract was an “administrative error”, which would have been discussed with the claimant. Miss Cox said that the issues as to her performance had been shared with the claimant, verbally.
100. Miss Cox said that there had been “multiple verbal warnings”. When asked if she had applied the policy, she said that she was typically lenient with apprentices as they were new to the working scene. She said that she probably should have immediately dismissed the claimant, but that she liked to give “[her] young girls chances”.
101. Miss Cox said the claimant definitely would have been told, such as when she was caught smoking in the bathroom. She could not give the date upon which that happened, but said that she had “definitely” been caught smoking by a colleague. When it was put to her that the claimant did not smoke, and Miss Cox must have been thinking about someone else, she said she was not.

102. When asked why she had not emailed and been told it was not acceptable, if it had followed a sequence of verbal warnings, Miss Cox said that those she had been caught with had been dismissed earlier, but the claimant was given another chance but still underperformed. When asked why she had been given another chance, Miss Cox said that the claimant was “the best of a naughty bunch”.
103. She was asked about this comment at the end of her evidence and said that she could not remember the names of the other staff in the group, but they had been acting as a friendship group in the salon and behaving really badly. She said that there were also reports of bullying which was reported by the college. She said that they were not performing professionally and had been misbehaving in the salon. She said they were all apprentices and that after they were dismissed, they took on one new female employee, leaving just that new staff member and the claimant. She said that she had originally said there were 2 apprentices per branch, but thought that she did employ 3 or 4 together initially in the Stockwell branch.
104. Miss Cox explained that none of the girls had got written warnings, and some were dismissed shortly after. She gave the claimant another chance so that they could watch her performance once away from the friends who could have been causing bad behaviour. She said that she should have given her a written warning.
105. As to the nature of the performance issues, Miss Cox said it “would have been general customer service issues, greeting, smiling, making them feel welcome”. If it was not washing or blow drying hair properly, they would be given a chance as they were there to learn. She said that they were taking the time out to train the ladies, and they expected them to show them it was the career they wanted.
106. Miss Cox said that they would train the apprentices to do hair, they expected customer service as standard and did not expect to train that. She said that attitude and making customers feel like they were a problem is a character issue which cannot be trained. She agreed that these issues were not documented, but said that they were reports that had been made to her.
107. Miss Cox agreed that the claimant had been dismissed while she was on medically certified sick leave, as Edna had emailed her at 5.54pm on 18 January. She agreed that there was no reference to any performance issues in that letter, which in fact referred to the claimant’s commitment and dedication.
108. Miss Cox said that the email was just a general email, saying it was unfortunate that it had not worked out with them, they thought that she could go on and learn, and try again. She agreed that there was no written mention of her underperforming however she said the claimant knew as she was told, and that it should not have come as a shock. She said that she would have taken the claimant on if she had performed to standard and had met standards as the respondent “took on talent” and took on people to add to the company as a growing brand. However, she said that there were multiple incidents of

misconduct, so the claimant had not been successful in probation. She said that if the claimant had been “amazing and had no problems”, they would not have laid her off.

109. The claimant did challenge the reasons for her dismissal, as she replied the same date (page 80 of the bundle). In that response she raised harassment and the comment about abortion. It was only then that the respondent raised performance issues. Miss Cox said after the claimant had challenged the dismissal, they had “delved in, into detail” and listed the reasons.
110. The reasons given in the letter however were not the same as those now relied on. It was suggested that Miss Cox had retrospectively created performance issues. She denied that and said the email was kept neutral so as not to push her spirit down and they had assumed that she knew exactly why she had been dismissed as she was aware of the underperformance.
111. Miss Cox was asked if the claimant having been in early, finishing later, saying she wanted the role were examples of negative behaviour and attitude, and she agreed that those specific instances were not.
112. Miss Cox agreed that the final response sent on 20 January 2024 stated that notice pay would be sent. She said that it was paid late, once it was raised to them. When asked to clarify her answer, Miss Cox said once they realised, it was then paid. She said that the timesheet had been sent to the accountant, and it had been corrected. She said it was an administrative issue.
113. Miss Meek asked if it had only been paid after the claim form was sent, Miss Cox agreed that was when they became aware of the administrative issue. She denied that she had only paid notice pay once the claimant had made a claim to the Tribunal, and said that it was an administrative error. She said that HR did not highlight it, but she could not remember the circumstances that surrounded this issue.
114. In respect of the grievance, Miss Cox said that she had been advised by her HR team that she did not need to respond to it as the claimant was no longer an employee.

Findings

115. We found the claimant was a credible witness. She gave a clear account of events, which were in whole or part corroborated by other available evidence.
116. Miss Hewitt was obviously distressed by the comments made about her age and lack of partner when she disclosed her pregnancy. She was young and at time appeared somewhat immature in her expectations. She was not aware of various procedures such as putting details in writing. However, she was an apprentice and in addition to managing a full time job, she was going through a pregnancy without the support of a partner. She had formed close friendships at work, but also experienced issues with her manager.

117. We were satisfied that she had disclosed her pregnancy to the respondent on 4 December 2023. The claimant had a clear recollection of the situation in which the disclosure came about, and the evidence she gave was credible and remained consistent in the face of cross-examination. It was also mentioned in contemporaneous messages between the claimant and senior stylist Lee.
118. Further, we were satisfied that the claimant was unaware of any issues in respect of her performance at work. We were satisfied from the evidence of Miss Hewitt, and from the messages in the bundle, that she thought her apprenticeship was going well and that she expected to return after her maternity leave. We were also satisfied that her belief was well-founded given the messages sent by others (including the text from Lee saying that her job was secure).
119. We also found the claimant's evidence in respect of her leave requests and her lateness credible. Her evidence was corroborated by other contemporaneous evidence, including time sheets.
120. In respect of the age discrimination, the only reference to her age was in respect of her pregnancy. Of course, there does not need to be an overt comment about age for a discrimination claim to succeed.
121. The Tribunal was not satisfied that the respondent did treat the claimant more harshly than older employees when she was late. There was limited evidence as to the treatment of others being late.
122. There was no evidence that the claimant had been treated with less respect due to her age. The issue that the respondent had, through the behaviour of manager Edna, was the claimant's pregnancy. Miss Cox had used language such as referring to the apprentices as her "young girls" and about the claimant as being the best of a naughty bunch which appeared to suggest some misgivings about the younger employees, however, it was the treatment by Edna that was the issue in the case.
123. We found that Miss Cox did the best that she could in terms of her evidence. However, she had not been present in the salon with any frequency and much of her evidence was based on what she had been told by others. There was no other evidence to corroborate those conversations with Edna.
124. Miss Cox also frequently used the phrase "would have" when describing acts. Whilst we accept that some of the incidents being questioned were many months ago, and memories fade, some incidents such as discussing the harassment claim made by Miss Hewitt would have been memorable. The best Miss Cox could say was that she would have brought it up with Edna.
125. There was no evidence supporting the behaviour of the other apprentices at the salon at the time, and no contemporaneous evidence of any work by the claimant that was below the expected standard. The respondent had no performance reviews and did not give any written warnings. The Tribunal did not accept the respondent's evidence that the claimant had been smoking at

work. She gave evidence that she was a non-smoker, and this was corroborated by her medical evidence (as in, she had told her GP she did not smoke).

126. Miss Cox seemed to want to give opportunities to those who genuinely want to work in salons by offering apprenticeships and had engaged Peninsular to deal with HR issues including the drafting of contracts and advice. However, the reasons given for the dismissal were not supported by the evidence. There had been no unapproved days off, let alone multiple ones. The Tribunal found that Miss Hewitt had not been given any warnings about conduct or issues in the salon. The Tribunal noted the times upon which the claimant arrived at work late, with three days in fairly close succession. However, such lateness could not have justified a dismissal. The respondent did not of course rely on that factor alone.
127. The respondent had not put any measures in place to support the claimant once they were aware of her pregnancy (which we found as a fact was 4 December 2023). There was no discussion as to potential work place adjustments, given that her role involved standing for long periods of time. There was no risk assessment in the salon itself. Whatever had happened with previous employees, or those who have been employed since, this claimant was not supported at all. In addition to the lack of support, her pregnancy related illnesses and appointments were the subject of scrutiny.
128. It is for the reasons set out above that we preferred the evidence of the claimant, which was more detailed and often corroborated by other evidence including messages sent at the time, and it was clear to the Tribunal that she was remembering specific events that had happened to her, and had had an impact on her. Miss Cox as stated above did her best, but we did not find her answers where she said that things would have been said or done very helpful. She was not in the salon on a daily basis, and most of her evidence was based on discussions with others. In respect of many of those discussions, she could not remember much detail.
129. What was clear on the evidence was that the claimant had sent a message chasing an answer relating to her maternity leave and her return to work, and within minutes she was dismissed.
130. The dismissal letter did not refer to any issues with her work. We were not persuaded by the evidence of Miss Cox on this point. If the claimant had been dismissed for conduct, this would have been set out in the letter. The timing of the dismissal was an important factor.
131. We found that the comments made by Edna on 4 December 2023 related to the claimant's age and pregnancy as set out above.
132. The claimant was marked down as late on 22 December 2023 even though she had been on a medical appointment.

133. As to the appointment due to take place on 26 January 2024, initially, we did not find as a fact that the respondent had initially refused to allow the claimant to attend an Ultrasound appointment, as we erroneously thought that she had simply requested a medical appointment and that once the respondent had been advised it was related to her pregnancy, it had been authorised.
134. Miss Meek sent in a request for reconsideration, indicating the relevant page number in the bundle, and we accepted that the request at the outset was for an Ultrasound, and therefore related to her pregnancy.
135. We found that the respondent did attempt to send the claimant home on 29 December, but did not cause her to resign. However, we did not find that this was related to her pregnancy. The claimant had said that she had sat down to order her lunch, and was told to leave if she was not working. She did not say that she could no longer stand as she was pregnant.
136. On 17 January 2024 we found that there was either no work available or such minimal work that it would not require the claimant to attend the salon. This was not, in our judgment, related to her pregnancy.
137. As set out above, we found that the claimant was dismissed after she had asked about her job following the birth of her child. This was less favourable treatment and was related to her pregnancy.
138. The tribunal found that the respondent had logged lateness that had not occurred, and that there was a negative tone used by Edna when she referred to the claimant's pregnancy as her "situation".

The Law

Automatic unfair dismissal

139. Section 94(1) Employment Rights Act 1996 (ERA 1996) states:

94. The right

(1) An employee has the right not to be unfairly dismissed by his employer

140. Certain reasons for dismissal are considered to be automatically unfair.

141. Section 99 ERA 1996 states:

Leave for family reasons

(1) An employee who is dismissed shall be regarded for the purposes of this Part 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

142. The burden of proving the reason for dismissal falls on the claimant in this case. Where an employee who alleges that they were dismissed for an automatically unfair reason has sufficient qualifying service to claim unfair dismissal in the normal way (two years), then the burden of proving the reason for dismissal is on the employer, as it is in an ordinary unfair dismissal claim under s98 ERA. However, where the employee lacks the requisite continuous service to claim ordinary unfair dismissal, he or she will acquire the burden of proving, on the balance of probabilities, that the reason for dismissal was an automatically unfair one (*Smith v Hayle Town Council* 1978 ICR 996, CA).
143. Dismissal for a reason relating to pregnancy, childbirth or family leave amounts to an automatically unfair reason for dismissal (part VIII Employment Rights Act 1996 (ERA) – s99(3) ERA).
144. Once a prescribed reason is established, the Tribunal must find the dismissal unfair. If there are multiple reasons for dismissal, the Tribunal must be satisfied that the prohibited reason is the principal reason for dismissal: a claim for automatically unfair dismissal will not succeed if the prohibited reason is merely a subsidiary or indirect reason for dismissal.
145. The Tribunal is entitled to draw inferences as to the real reason for the employer's action on the basis of its principal findings of fact.

Age Discrimination

146. Section 13 of the Equality Act 2010 (EqA 2010) provides as follows:
- (1) A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.
 - (2) If the protected characteristic is age, A does not discriminate against B if A can show A's treatment of B to be a proportionate means of achieving a legitimate aim.

Pregnancy and Maternity Discrimination

147. Section 18 of the Equality Act 2010 (EqA 2010) provides as follows:
18. Pregnancy and maternity discrimination: work cases
- (3) This section has effect for the purposes of the application of Part 5 (work) to the protected characteristic of pregnancy and maternity.

- (4) 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.
- 148. The protected period is defined as beginning at the start of the woman's pregnancy and, if she has the right to ordinary and additional maternity leave, ending on the expiry of the additional maternity leave period or when she returns to work after the pregnancy if that is earlier (S18(6) EqA 2010).
- 149. 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.
- 150. Essentially, therefore, the Tribunal must, if facts indicate that discrimination may have taken place, find that discrimination had taken place unless the employer proves otherwise.

Conclusions

- 151. The claimant claimed automatic unfair dismissal on the grounds of pregnancy.
- 152. Based on our findings of fact the Tribunal had little difficulty in concluding, based on the claimant's evidence, as accepted by the Tribunal, that the claimant was dismissed from her employment by the respondent after she had sent the message at 5.30pm on 18 January 2024. The response dismissing her was sent some 20 minutes or so later. The timing of the dismissal was important evidence. The claimant discharged the burden of proof in this case. The messages and timings were prima facie evidence that she was dismissed for the prohibited reason.
- 153. The respondent did not provide evidence to the contrary. There had been no verbal or written warnings, and the claimant was not aware of any issues

relating to her performance. We found that the claimant was not dismissed due to capability. We concluded as set out above as to the reason for the dismissal and its cause. Whilst there was an issue in respect of lateness, the other reasons cited in the dismissal letter did not apply. We did not find that the claimant had taken any unapproved leave.

154. The Tribunal concluded that the dismissal was in fact caused by the questions asked relating to her pregnancy and maternity leave and that therefore her pregnancy was the reason, or principal reason, for dismissal.

155. Therefore, the claimant had been unfairly dismissed.

156. The following complaints of direct age discrimination were made:

- a. The respondent treated the claimant more harshly than older employees when she was late (3.1.1)
- b. The respondent made reference to her age when advising her to terminate her pregnancy (3.2.2)
- c. The respondent treated the claimant with less respect in her role of an apprentice due to her age (3.2.3).

157. As set out above, the Tribunal was satisfied and concluded on the balance of probabilities that Edna had made the comment about terminating the pregnancy. This was less favourable treatment than that given by the respondent to senior stylists at the salon. Further, we had no hesitation in concluding that the less favourable treatment was because of the claimant's age and therefore found her complaint to be well-founded on that ground.

158. The Tribunal was not satisfied that the claimant was treated more harshly than older employees when she was late, or that she was treated with less respect in her role of apprentice due to her age. Therefore, those aspects of her claim were not well-founded.

159. The following complaints of direct pregnancy discrimination were made:

- a. The respondent on 4th December 2023 immediately after discovering that the claimant was pregnant told her that she should get an abortion because she was too young to be pregnant (4.1.1)
- b. On 22nd December 2023 the claimant was marked down as late, despite being on a medical appointment (4.1.2)
- c. On 26th January 2024 the respondent initially refused to allow the claimant to attend an Ultrasound Appointment (4.1.3)
- d. On 29th December 2023 the respondent attempted to send the claimant home or cause her to resign (4.1.4)
- e. On 17th January 2024 the respondent placed the claimant on an unpaid layoff despite work being available (4.1.5)
- f. On 18th January 2024, after the claimant asked about her job following the birth of her child in a message at 5.30pm she received notice of her dismissal at 5.49pm (4.1.6)

- g. The respondent logged lateness that did not occur and used a negative tone/ reference to her situation, ie the claimant's pregnancy (4.1.7).
160. As a result of our findings of fact above, we found that the unfavourable treatment at 4.1.1, 4.1.6 and 4.1.7 was because of her pregnancy. The unfavourable treatment at 4.1.2 was because of illness suffered in that protected period as a result of the pregnancy.
161. The Tribunal therefore found that the claimant was automatically unfairly dismissed, and that she was discriminated on the grounds of age and pregnancy, to the extent set out above.
162. The Tribunal accordingly upheld the claimant's complaints.

Employment Judge Beckett
Date: 12 August 2026

Sent to the parties on:
Date: 3 September 2026

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