



EMPLOYMENT TRIBUNALS

Claimant: Ms. Manpreet Purewal
Respondent: Parravox Limited (In Voluntary Liquidation)
Heard at: Midlands (East) Region at Nottingham in Chambers
On: 3 July and 2 October 2026
Before: Employment Judge Broughton

REMEDY JUDGMENT

The Respondent is ordered to pay the claimant the following sums:

1. Pursuant to the Equality Act 2010:
 - 1.1 Injury to Feelings: **£16,113.31** (includes Acas uplift and interest)
 - 1.2 Financial Loss: **£6,800.12** (includes Acas uplift and interest)
2. Two weeks' pay for a failure to Provide Written Reasons for dismissal pursuant to section 92 and 93 ERA: **£1,105.77** (including Acas uplift)
3. Two weeks' pay for a failure to provide Written Particulars of Employment: **£961.54** (no Acas uplift applied)

Total sum to be paid to the claimant: £24,980.74

The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply.

REASONS

Background

1. The claim was presented on 10 July 2024. ACAS conciliation started on 14 May 2024 and concluded on 20 May 2024.

2. In the claim form, the claimant gave the name of her employer as Mortgage Advice Services and the dates of her employment as 13 January 2024 to 24 April 2024 and her job role as a remortgage appointment maker.
3. The claim was served on the Mortgage Advice Services at the address on the claim form on 5 August 2024 and the case listed for a final hearing on the 21st, 22nd and 23rd of September 2026.
4. No response was filed. A company called Mortgage Advice Services Ltd did not appear on companies house.
5. There was a preliminary hearing before employment Judge Adkinson on 19 February 2025. At this hearing the claimant confirmed that her letter of employment states that the company that employed her was Voxology Ltd. A search of companies house revealed the Voxology Ltd had changed its name to Parravox Ltd on 17 January 2025 and its registered office on 21 October 2024 and appeared to have had the same directors at one stage as Voxology Ltd and the same registered office. Judge Atkinson ordered that the name of the respondent should be formally amended to Parravox Ltd and the claim reserved at its registered office.

Further Preliminary hearing

6. There was a further preliminary hearing before Employment Judge Brewer on 25 June 2025. It was noted that the respondent was in creditors voluntary liquidation and it was unlikely that they would be participating in the proceedings.
7. The case was listed for a final hearing and case management orders were made.

Final Hearing

8. The final hearing took place on 5 March 2026. The respondent had not entered a response to the claim and they did not attend the hearing.
9. Judgement in the circumstances was entered for the claimant and a liability judgement was made dated 5 March 2026. The following claims were upheld (the remaining claims were dismissed as set out in that judgment):
 - 11.1 The claimant's claim that she was unfairly dismissed for asserting a statutory right for itemised payslips and a statement of employment particulars pursuant to the Employment Rights Act 1996 section 104 (1)(b) and (4)(a) is well founded and succeeds.*
 - 11.4 The claim that the respondent discriminated against the claimant by dismissing her in breach of the Equality Act 2010 section 18 is well founded and succeeds.*
 - 11.6 The claim that the respondent failed to provide written reason for dismissal in breach of the Employment Rights Act 1996 section 92 (4) and (3) is well founded and succeeds.*
 - 11.7 The claimant that the respondent failed to provide written particulars of her employment pursuant to section 1 Employment Rights Act 1996 in breach of section 11 (1) Employment Rights Act 1996 is well founded and succeeds*
10. The reasons for the judgement were given orally at the hearing.
11. The claimant had not come prepared however at the liability hearing to deal with remedy. A further hearing was listed to allow the claimant the opportunity to produce evidence in support of her claim for compensation.

12. The case was listed for remedy hearing on 19 June 2026 and orders were made including for witness statements, schedule of loss and a paginated file of documents with an index .

Remedy Hearing

13. The case was listed for 2 hours at 2pm on 19 June 2026 to determine remedy in this case.
14. The claimant attended but had failed to organise her documents, set out a schedule of loss or prepare a statement addressing the impact of the discrimination. It was also identified by the Tribunal at this hearing, that the Liability Judgment and notice of this hearing had been served on the respondent's registered office rather than care of the liquidator and thus the hearing could not proceed in any event.
15. The hearing on 19 June 2026 was vacated to allow the Liability Judgment and notice of the remedy hearing to be properly served.
16. Further case management orders were also made. The hearing was relisted to 10am on 3 July 2026.
17. The claimant preferred a decision to be made on remedy on the papers to avoid further attendance at another hearing as she was now in new employment.
18. The claimant was ordered to organise the documents she had sent in (under cover of various emails) and put them into one bundle with page numbers. The claimant had to ensure that the copy documents were clearly legible and complete (she had produced some screenshots from her mobile telephone which were difficult to read and not complete). She was also ordered to send a copy of the file/bundle of papers to the Employment Tribunal and to the respondent care of the liquidators.
19. An order was also made that the claimant may file a revised witness statement which should explain the relevance of any medical evidence including further medical evidence she intended to produce to evidence a connection between the asthma attack which she mentioned at the hearing on 19 June, and the act of discriminatory dismissal.
20. The respondent was ordered by 29 June 2026 to confirm whether it wanted to be heard and attend a hearing or otherwise, file any documents to be considered at a hearing in chambers on the 3 July 2026 and file any comments on the claimant's documents.
21. Unless the parties requested a hearing, remedy would be dealt with in chambers on the papers submitted on the 3 July 2026 at 10am. In the event deliberation completed on 2 October 2025.

Evidence

22. The claimant sent by email a number of documents on 21 June 2026 and copied in the liquidators. The documents were sent as attachments to that email, not within a paginated bundle and while she referred them in a covering email the actual documents were not given corresponding pagination. No further medical evidence was provided. The claimant resent the previous medical evidence produced at the 19 June hearing with no further explanation or direction as to the relevant entries. The claimant sent a witness statement addressing remedy.

Findings of Fact

23. The findings are based on a balance of probabilities on the evidence presented by the

claimant at the liability hearing and under copies of her email of the 21 June 2026. No evidence or comments have been received from or on behalf of the respondent.

24. At the liability hearing on 5 March 2026 the claimant gave evidence under an affirmation swearing to the truth of a witness statement she had produced and giving further evidence in answer to clarifying questions from the judge.
25. The Tribunal find that the claimant worked for the respondent, (at that time she understood the business to be Mortgage Advice Bureau) through a recruitment company called SF Recruitment until the respondent offered her permanent employment from 29 February 2024.
26. The claimant produced an email (document 1.2) dated 15 May 2026 to the claimant from Olivia Garner, Divisional Director at SF Recruitment attaching a screenshot of information from their online system appearing to show confirmation of a job placement. The job title is Business Advisor and the start date is 29 February 2024. It also provided that the claimant would be reporting into Jon J Beard on a salary of £25,000 gross working Monday to Friday.
27. At the point the claimant was offered a permanent position she disclosed to Jon Beard, the main director, and Luran Morgan of the respondent that she was 3 months pregnant. The claimant had 2 other offers of permanent employment and therefore wanted to be upfront with them about her position. Mr Beard and Ms Morgan told her that if she accepted their offer she would be entitled to maternity pay. The claimant's evidence which the Tribunal accept on balance, is that she accepted this offer of permanent employment and rejected the other two offers she had received.
28. The claimant complains however that she asked but was not given a contract of employment and by the end of March was told by Ms Morgan that the respondent did not legally have to provide a contract until should have worked for them for two years.
29. The claimant produced a letter the respondent had sent to her confirming her employment with them. The letter is undated but her evidence, which the Tribunal accept, is that it was emailed to her on 5 March. The letter has the name John Beard, director, Vauxhall Ltd at the foot of it and states:

"We are thrilled to extend a permanent position with Voxology Ltd to you, effective March 2024. Your dedication and hard work during your temporary contract have been highly appreciated..."
30. The claimant gave evidence that she worked from 29 February and that she continued to ask for a contract of employment.
31. The claimant gave further evidence that at the beginning of April 2024 Mr Beard and Ms Morgan took her into a room and told her that they had checked and that she had not been employed long enough to be paid maternity pay but a way to get round it was for her to become self-employed. The claimant told them that her husband is self-employed and she would need to discuss it with him but he advised against it. The claimant gave evidence that a few days later she met with them both again and raised concerns about being self-employed namely that she would need to appoint an accountant. The claimant's evidence is that when she raised this, they became hostile in this meeting and started to criticise her performance. The claimant gave evidence that she believed they raised performance issues because she was not prepared to agree to be self-employed and had continued to ask for a contract of employment.
32. The claimant referred to an email which had been sent on 26 February 2024 (timed at

6:11pm), where the respondent stated how pleased they were with the claimant's work.

33. The claimant's oral evidence at the liability hearing was that there had been no problems raised about her performance previously however now they had employed a woman who was pregnant and would need maternity leave and who was not willing to be treated as self-employed. After the meeting the claimant was told to go home for the rest of the day.
34. The claimant's evidence was that the following day there was a further meeting when she again raised not having a contract and they told her to go home. The next day she was called into another meeting, she was not told the purpose of it but she was told that the respondent was dismissing her. They did not explain why, they said only told that 'it was not working'. The claimant gave evidence that she believed being pregnant, asking for a contract of employment and payslips (which were never produced) were the reasons why she was dismissed. The claimant describes crying as she left and being escorted out. She contacted Acas and wrote to the respondent requesting that they confirm within 14 days why she had been dismissed but they did not reply. The claimant provided what she said was a copy of the letter, dated 3 May 2024 asking for the reasons for her dismissal.
35. The claimant described how she has never been out of work. After being dismissed she sets out in her remedy witness statement that she looked for work immediately but it took her 2 months to find work and then it was only temporary work through SF Recruitment at a company called Xylen. It was an 8-week project. She complains that she had a work in a dusty workplace which aggravated her asthma.

Mitigation

36. The claimant describes further in her impact statement how after her employment with the respondent ended she actively sought employment. In terms of the project work with Xylen this commenced on 20 May 2024 and ended on 19 July 2024, she says she was paid the minimum wage of £11.44.
37. The claimant commenced maternity leave on 20 July 2024 and received statutory maternity pay for £184.03 until 18 April 2025.
38. After her maternity pay ended, she was unemployed until 7 July 2025. The claimant then secured temporary employment with Janet Jones Lettings on 7 July 2025 at the minimum wage. By 18 September 2025 she had secured the position of Senior Lettings Consultant and claims no losses from this date.
39. The claimant claims loss of earnings (as set out in her schedule of loss) between **24 April 2024 and 18 September 2025**. However, when she was approximately 8 months pregnant she took maternity leave from July 2024 until April 2025 and does not allege in her statement (or in her oral evidence at the liability hearing) that she looked for employment during that period when she was in receipt of maternity pay and on balance the Tribunal conclude she did not.

Injury To Feelings

40. In her unchallenged written statement, the claimant describes to how the termination of her employment came as a complete shock and how she was not given the right to be accompanied at the meeting where she was told of the decision to dismiss her and had to then drive herself home. The claimant also complains that because the respondent had not registered her as an employee with HMRC this created uncertainty over her entitlement to maternity related benefits.

41. The claimant, in her impact statement, describes how the dismissal had a profound effect on what should have been a positive and exciting period in her life and instead of enjoying per pregnancy, she was constantly worried about how to support her family and securing alternative employment.
42. The claimant refers to this uncertainly causing significant distress, and that her confidence and self-esteem were severely affected which persisted 'long after' her employment ended.
43. Although told by the respondent she was not entitled to maternity pay, having made enquires she realised she was entitled to statutory maternity pay.

Medical Evidence

44. The claimant in her impact statement refers to suffering an asthma attack which required hospital treatment and says she attaches medical evidence in support. She also refers to experiencing significant stress and anxiety.
45. The claimant has supplied screenshots from her GP records. However, there is no letter from her GP. One screenshot includes entries from July 2023 and then entries in July 2024 and one entry for 17 December 2024. The claimant has failed to clarify the relevance of those entries however; they appear to be concerned with possible kidney problems.
46. There is a second screenshot with an entry from 24 June 1996 'ongoing', which refers to asthma. There are no details about the asthma or its cause. There are no specific entries for April 2024.
47. The medical evidence does not identify that the claimant reporting symptoms of stress or anxiety or asthma induced by her workplace, to her GP.
48. In terms of any asthma attack while working for another employer, the notes only refer to asthma (it is not clear what the alleged cause is from the notes) however, the claimant has not pursued a claim for personal injury. Her claim is limited to a claim for injury to feelings. In any event, the Tribunal are not persuaded that the claimant has established that she had an asthma attack caused by where she worked after she left the respondent's employment but in any event do not conclude that this was a direct and natural consequence of the respondent's unlawful act.
49. The claimant complains the dismissal placed her and her family under financial strain during her pregnancy and after childbirth. The claimant complains that the financial pressure led to matrimonial difficulties and that she was deprived of enjoying a stress-free pregnancy, birth and maternity leave and was then under pressure to look for work.

Legal Principles

50. Section 123 (2)(b) EqA, provides that if a tribunal upholds a discrimination claim, it may order the respondent to pay compensation to the complainant. Section 124(6) states that:

The amount of compensation which may be awarded under subsection (2)(b) corresponds to the amount which could be awarded by the county court or the sheriff under section 119.
51. The calculation of loss under the law of tort is limited by the principle of foreseeability. Loss is foreseeable and therefore recoverable only if a reasonable person would have foreseen that loss of the type in question would have resulted from the wrongful act. In

negligence and other common law tort cases, the defendant is liable unless the damage differs **in kind** from what was foreseeable. However, in discrimination cases, this rule does not apply in the same way as it does to claims in common law tort. In **Essa v Laing Ltd 2004 ICR 746, CA**, the Court of Appeal confirmed that compensation for an act of direct discrimination should cover all harm caused directly by the act of discrimination, whether or not it was reasonably foreseeable, the issue is whether the discriminatory conduct *caused the injury*, not whether the injury was necessarily a foreseeable result of that conduct.

52. The Court of Appeal in *Essa* held that compensation could be recovered for all damage arising 'directly *and naturally*' from the act of discrimination. Even if the *Essa* decision means that there is no requirement for loss to be reasonably foreseeable, there must still be direct causation between the unlawful act and the loss caused .
53. **Ministry of Defence v Cannock and ors 1994 ICR 918, EAT**: 'as best as money can do it, the applicant must be put into the position she would have been in *but for* the unlawful conduct'.
54. A tribunal has the power to award compensation for non-pecuniary losses, which can include injury to feelings.
55. Guidance as to the approach to be taken in making such awards was provided by the Court of Appeal in **Vento v Chief Constable of West Yorkshire Police (Vento No 2) [2002] EWCA Civ 1871, [2003] IRLR 102**. The Court of Appeal in *Vento* recognised three bands of potential award. The figures were subsequently revised, to allow for inflation, in the case of **Da'Bell v NSPCC [2010] IRLR 19**.
56. The awards for claims presented after April 2024 were:
 - Lower band: £1,200 to £11,700
 - Middle and: £11,700 to 35,200
 - Upper band: £35,200 to £58,6700
57. Awards for injury to feelings should serve to compensate for that injury and should not be used as a means of punishing respondents or deterring them from particular courses of conduct: **Ministry of Defence v Cannock [1994] IRLR 509 at 524**.
58. As affirmed by the EAT in **Interaction Recruitment Plc v Ms Morris UKEAT/0090/141/BA** the question of compensation for injury to feelings will not, simply be a matter for submission. A claim for injury to feelings requires evidence as to that injury : **Esporta Health Clubs v Roget UKEAT/0591/12, [2013] EQLR 877 EAT**.
59. Cases on the tort of negligence commonly refers to a 'novus actus interveniens' (i.e. a new intervening act).
60. **Bullimore v Potheary Witham Weld and anor (No.2) 2011 IRLR 18, EAT**, this case involved a claim for victimisation against the respondent after it provided a negative reference. On appeal, the EAT thought that it was entirely foreseeable that the potential new employer might react to the reference in the way that it did. This was therefore a direct and natural consequence of the unlawful act. This case suggests that another person's wrongful act (in this case, how the potential new employer reacted to the reference) will not necessarily break the chain of causation.
61. **Prison Service v Beart (No.2) 2005 ICR 1206, CA**: authority for the proposition that

the chain could only be broken by an 'intervening act' committed by either a third party or the claimant him or herself, not by the wrongdoer

Mitigation

- 62. At common law, claimants are under a duty to mitigate their loss. In discrimination claims, compensation may be decreased if a claimant has reduced, or could reasonably have been expected to reduce, his losses.
- 63. It is for the employer to show that the claimant has failed to mitigate his loss: **Ministry of Defence v Hunt and ors 1996 ICR 554, EAT.**
- 64. The question is not whether the employee has behaved reasonably in general terms but whether he or she has taken reasonable steps to mitigate.
- 65. **Ministry of Defence v Cannock and ors 1994 ICR 918, EAT.** The EAT held that the claimant was under a duty to mitigate her loss by continuing to look for work. If she chose not to do so, then she could not continue to accrue compensation for loss of her career. The fact that a decision not to pursue a career was reasonable did not mean that she had taken all reasonable steps to mitigate her loss.

Injury to feelings award

- 66. Every case is fact sensitive however some guidance can be found in how tribunal's have approached compensation for injury to feelings to in others similar cases.
- 67. **Egan v Kingsborough Family Church t/a Coat of Many Colours Nursery ET Case No.3301496/15:** the claimant was awarded £10,000 for injury to feelings for pregnancy discrimination when she was dismissed because she was pregnant. The employment tribunal found that she had lost a job that was very valuable to her, both financially and for her self-esteem. It gave her an identity beyond that of being a mother. The loss of her job came without warning and without a convincing explanation. She had had to pursue proceedings to the very end and the nursery had not issued any apology. Taking into account what the claimant had said about her feelings, this case fell within the middle Vento band, albeit in the lower half of that band
- 68. **Mrozinski v Q Medical Technologies Ltd ET Case No.1801217/14:** the claimant alleged, among other things, that she had been sexually harassed by her line manager. An employment tribunal upheld two of the six allegations of sexual harassment. The claimant was awarded £2,000 for injury to feelings.
- 69. **Blyth v BR Fast Foods Ltd ET Case No.4110611/21:** the claimant was employed as a waitress. After her maternity leave, she notified the respondent of her wish to return to her previous work pattern, in order to fit in with her childcare and counselling sessions. The claimant suffered from PTSD due to a past abusive relationship and was undergoing regular counselling. The request was refused. This decision was communicated in the restaurant in front of other staff and customers. After resigning, she claimed unfair constructive dismissal, disability discrimination, pregnancy/maternity discrimination and victimisation. An employment tribunal upheld all of these claims. The tribunal considered that the case fell within the upper quartile of the lower Vento band. There had been no concerted campaign against the claimant, but the discriminatory treatment was not an isolated incident as there were other issues concerning the way she had been treated throughout her employment. Although the claimant and her father gave compelling evidence of the hurt she had suffered and how this had affected her (such as causing problems in her marital relationship and financial difficulties), no medical evidence had been placed before the tribunal. The appropriate compensation

for the claimant's injury to feelings was assessed to be £6,285.

Interest

70. The Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996 SI 1996/2803 give employment tribunals the power to award interest on awards made in discrimination cases pursuant to the Equality Act 2010 (Commencement No.4, Savings, Consequential, Transitional, Transitory and Incidental Provisions and Revocation) Order 2010 SI 2010/2317
71. The parties can agree the amount of interest to be awarded under Regulation 2(2). If they do not agree, interest is calculated under the rules set out in Reg 3 i.e. interest is to be calculated as simple interest which accrues from day to day under Regulation 3(1). Under Regulation 3(2) the rate of interest is the rate fixed, for the time being, by section 17 of the Judgments Act 1838, currently eight per cent.
72. The relevant date for injury to feelings awards, Regulation 6(1)(a) provides that the period of the award of interest starts on the date of the act of discrimination complained of and ends on the day on which the employment tribunal calculates the amount of interest (the 'day of calculation').
73. For all other awards, interest is awarded for the period beginning on the 'mid-point date' and ending on the day of calculation. The 'mid-point date' is the date halfway through the period beginning on the date of the act of unlawful discrimination and ending on the day of calculation under Regulation 4(2).
74. No award of interest can be made in relation to losses which will arise after the day of calculation, such as future loss of earnings under Regulation 5.

ACAS Code

75. Section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULCRA) provides that: *This section applies to proceedings before an employment tribunal relating to a claim by an employee under any of the jurisdictions listed in Schedule A2.*
76. Schedule A2 covers cases brought under section 120 and 127 EqA, which covers discrimination in work cases.
77. Section 207A(2) TULR(C)A provides that: 'If, in any proceedings to which this section applies, it appears to the employment tribunal that — (a) the claim to which the proceedings relate concerns a matter to which a relevant Code of Practice applies, (b) the employer has failed to comply with that Code in relation to that matter, and (c) the failure was unreasonable, the employment tribunal may, if it considers it just and equitable in all the circumstances to do so, increase any award it makes to the employee by no more than 25 per cent.'
78. The potential for adjustment to the compensatory award under S.207A only applies if the employer's *or employee's* failure to comply with the provisions of the Code was 'unreasonable'
79. In **Lawless v Print Plus** UKEAT/0333/09/JOJ Underhill P acknowledged that the relevant circumstances to be taken into account by tribunals when considering uplifts would vary from case to case but should always include the following: whether the procedures were applied to some extent or were ignored altogether, whether the failure to comply with the procedures was deliberate or inadvertent, and whether there were

circumstances that mitigated the blameworthiness of the failure to comply.

80. Furthermore, the size and resources of the employer were capable of amounting to a relevant factor in the tribunal's consideration of whether an uplift was appropriate and, if so, by how much.
81. In ***Slade and anor v Biggs and ors 2022 IRLR 216, EAT***, the EAT set out a four-stage test to be applied.
82. The EAT further held that any uplift must reflect 'all the circumstances', including the seriousness of and/or motivation for the breach.

Failure to Provide Written Reasons for dismissal:

83. The relevant provision as to entitlement is *Section 92 Right to written statement of reasons for dismissal*.

(1)An employee is entitled to be provided by his employer with a written statement giving particulars of the reasons for the employee's dismissal—

(a)if the employee is given by the employer notice of termination of his contract of employment,

(b)if the employee's contract of employment is terminated by the employer without notice, or

(c)if the employee is employed under a limited-term contract and the contract terminates by virtue of the limiting event without being renewed under the same contract.

(2)Subject to subsections (4) and (4A) , an employee is entitled to a written statement under this section only if he makes a request for one; and a statement shall be provided within fourteen days of such a request.

(3)Subject to subsections (4) and (4A) , an employee is not entitled to a written statement under this section unless on the effective date of termination he has been, or will have been, continuously employed for a period of not less than two years ending with that date.

(4)An employee is entitled to a written statement under this section without having to request it and irrespective of whether she has been continuously employed for any period if she is dismissed—

(a)at any time while she is pregnant, or

(b)after childbirth in circumstances in which her ordinary or additional maternity leave period ends by reason of the dismissal.

...

Failure to provide Written particulars of her employment:

84. The claimant was not provided with written particulars at the date she presented her claim (or at any time thereafter).
85. Section1(1) of the Employment Rights Act 1996 provides that:

(1) Where a worker begins employment with an employer, the employer shall give to the worker a written statement of particulars of employment.

(2) Subject to sections 2(2) to (4)—

(a) the particulars required by subsections (3) and (4) must be included in a single document; and

(b) the statement must be given not later than the beginning of the employment.

(3) The statement shall contain particulars of—

(a) the names of the employer and worker

(b) the date when the employment began, and

(c) in the case of a statement given to an employee, the date on which the employee's period of continuous employment began (taking into account any employment with a previous employer which counts towards that period)...

86. Section 38 of the Employment Act 2002 states that a tribunal must award compensation to a worker where, on a successful claim being made under any of the tribunal jurisdictions listed in Schedule 5, it becomes evident that the employer was in breach of its duty to provide full and accurate written particulars under pursuant to section 1 ERA: Ss.38(1)–(3) EA 2002. The list of jurisdictions set out in Schedule 5 includes unfair dismissal and discrimination.
87. The date for determining whether the employer was in breach of the rules on written particulars is the date on which the main proceedings were begun by the worker: S.38(2)(b) and (3)(b).
88. Where the tribunal finds that the employer breached its duty to provide full and accurate employment particulars, it must award the 'minimum amount' of two weeks' pay (subject to exceptional circumstances which would make an award or increase unjust or inequitable), and may, if it considers it just and equitable in the circumstances, award the 'higher amount' of four weeks' pay : S.38(2)-(5).
89. A 'week's pay' is calculated in accordance with Ss.220–229 ERA. This means that a week's pay is limited to the maximum under S.227 which was £700 as at April 2024 pursuant to The Employment Rights (Increase of Limits) Order 2024
90. In an unfair dismissal claim, any section 38 increase is applied to the compensatory award before the application of the statutory maximum.
91. On a salary of £25,000, the Tribunal calculate the gross weekly pay to be £480.77. Two weeks pay therefore equates to £961.54.

Conclusions and Analysis

Injury to Feelings

92. The Tribunal find that the claimant was upset by the way in which she was treated by the respondent at the dismissal meeting and was anxious and distressed about her situation. The Tribunal also accept that she was upset that she had turned down two alternative offers of permanent employment. The claimant was suddenly without employment and dealing with the stress and anxiety of searching for paid work when she was by this stage about 5 months into her pregnancy. What should have been a happy and joyful period was marred by suddenly out of the blue, being out of work.
93. The Tribunal accept that this anxiety continued throughout her temporary assignment with Xylem, it continued to be a concern and worry during her pregnancy and until she secured another a permanent role in September 2025.
94. The medical evidence does not suggest however that the anxiety was so severe that she required treatment from her GP but the Tribunal accept her evidence that it put

pressure on her family life and her marriage.

95. The Tribunal also take into account however that this was employment of a very short duration, this was not a longstanding job which the claimant enjoyed and lost.
96. The Tribunal take into account the timing of the dismissal during her pregnancy and the insensitive manner in which this was done, including the respondent's refusal to explain its reasons when she wrote asking for an explanation, the refusal to engage with her communications, and the ongoing anxiety and uncertainty the loss of this permanent role caused, along with the frustration and upset at having rejected two offers of permanent work to accept this offer and the impact this had on the enjoyment of her pregnancy and birth of her child consider that this case falls within the upper lower Vento band and consider an award of **£11,700** to be just and equitable in the all the circumstances.

Financial Loss

97. The Tribunal accept that the Claimant suffered financial loss. The Tribunal have not taken into account possible arguments around failure to mitigate as it is for the respondent to raise that issues. The Tribunal has however assessed the evidence the claimant had produced when making its findings.
98. The claimant seeks losses for the period 24 April 2024 to 18 September 2025, however the claimant's evidence is that she went on maternity leave on 20 July 2024 until 18 April 2025. The claimant does not give evidence that she would have taken a different period of leave but for the dismissal or that during her maternity leave and while working for the respondent she would have been entitled to further benefits.
99. The claimant's lost salary during the period up to taking her maternity leave must take into account the sums earned while working for Xlyem.
100. From 18 April 2025 the claimant secured new employment on 7 July 2025 and is entitled to the difference in salary during this period.
101. From 7 July 2025 the claimant obtained a job on minimum wage which she remained in until 18 September 2025.
102. The Tribunal find that the relevant periods are as follows:
- losses 24 April 2024 to 20 May 2024: the claimant was out of work:
 - losses while working for minimum wage on project with Xylem 20 May 2024 to 19 July 2024 (assuming, as claimant has not addressed this, that it was a 37.5 working week):
 - 20 July 2024 to 18 April 2025: on maternity leave: no losses
 - Losses 18 April 2025 to 7 July 2025 : maternity pay ended and out of work
 - From 7 July 2025 to 17 September 2025 on minimum wage employment (minimum wage at this time was £12.71 per hour x assumed 37.5 working week) with Janet Jones Lettings:
 - No losses claimed after 18 September 2025

103. The claimant has not provided figures for net earnings.
104. The Tribunal calculates the losses using net figures (applying a basic rate of income tax rate on earnings):
105. Converting annual and weekly gross salaries to net
- Annual gross salary = £25,000 × 80% = **£20,000 net**
 - Weekly gross salary £429 = £429 × 80% = **£343.20 net**
 - Weekly gross salary £476.25 = £476.25 × 80% = **£381.00 net**

Loss from 24 April 2024 to 20 May 2024

$$£20,000 \times 26 \text{ days} \div 365 = £1,424.66$$

Loss: £1,424.66

Loss from 20 May 2024 to 19 July 2024

$$60 \text{ days} = 60 \div 7 = 8.571429 \text{ weeks}$$

$$£20,000 \div 52 = £384.62 \text{ per week}$$

$$£384.62 - £343.20$$

$$= £41.42 \text{ per week}$$

$$\text{Loss: } £41.42 \times 8.571429 = £355.05$$

Loss: £355.05

Loss from 18 April 2025 to 7 July 202

$$£20,000 \times 80 \text{ (days)} \div 365 = £4,383.56$$

Loss: £4,383.56

Loss from 7 July 2025 to 17 September 2025

$$72 \text{ days} = 72 \div 7 = 10.285714 \text{ weeks}$$

£384.62 - £381.00

= £3.62 per week

Loss: £3.62 × 10.285714= £37.20

Loss: £37.20

Total Net Loss of Earnings

£1,424.66

+ £355.05

+ £4,383.56

+ £37.20

£6,200.47

Total net loss of earnings: £6,200.47 (assuming a flat 20% income tax deduction).

106. The figure of £6,200.47 for loss of salary is subject to the deduction of state benefits received during the same period which the claimant states is £2,208 (not the maternity payment as no loss is included for the maternity pay period). This leaves a figure of **£3,992.47**

Loss of statutory right

107. The claimant seeks £300 for this sum and given the shortness of her period of employment in that she had not accrued 2 years' service to be protected from ordinary dismissal, the Tribunal awards the sum sought.

Holiday pay

108. The claimant gave oral evidence under an affirmation, that her employment started with the respondent on 29 February 2024 and ended (according to her claim form) and her witness statement on the impact of maternity discrimination and unfair dismissal, on 24 April 2024. The Tribunal calculate the accrued but untaken leave to be 6.1 days. At £96.15 (gross daily pay based on a salary of £25,000) that equates £586.52.
109. While the claim for unpaid holiday is awarded pursuant to the claim brought under the Equality Act 2010, the Tribunal take into account that under The Working Time Regulations 1998 the claimant was entitled to accrued but unpaid annual leave for the portion of the untaken leave year on her dismissal: regulation 14.
110. The claimant appears to be claiming loss of salary plus a full years' holiday entitlement however that would amount to double counting (seeking wages for the same period she claims holiday pay). The Tribunal conclude that she is entitled to the holiday which she had accrued.

Failure to Provide Written Reasons for Dismissal

111. Section 93 ERA provides that where a complaint is well founded a tribunal; (b) shall

make an award that the employer pay to the employee a sum equal to the amount of two weeks' pay. That equates in this case to £961.54.

112. The Acas uplift at 15% equates to: **£1,105.77**

Failure to provide Written particulars of her employment:

113. The claimant does not address why it would be just and equitable in all the circumstances to award more than 2 weeks' pay, nor does she include this claim within the schedule of loss, however while not specifically claimed within the schedule of loss pursuant to section 38 an award must be made.
114. Taking into account that this was a very short period of employment, the Tribunal any event see no grounds for awarding more than 2 weeks' pay.
115. On a salary of £25,000, the weekly pay is £480.77. Two weeks' pay pursuant to section 93 ERA equates to £961.54.

Acas Uplift

116. The claimant did not include an uplift in her schedule of loss however it had been identified as an issue for remedy at the preliminary hearing with Employment Judge Adkinson.
117. The obvious failings include failure to comply with the following:
- a. Para 9: To notify the claimant in writing and sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case at a disciplinary meeting.
 - b. Para 12: At the meeting the employer should explain the complaint against the employee and go through the evidence that has been gathered. The employee should be allowed to set out their case and answer any allegations that have been made. The employee should also be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses.
 - c. Para 18. After the meeting decide whether or not disciplinary or any other action is justified and inform the employee accordingly in writing.
 - d. Para 19: Where misconduct is confirmed or the employee is found to be performing unsatisfactorily it is usual to give the employee a written warning. A further act of misconduct or failure to improve performance within a set period would normally result in a final written warning.
 - e. Para 20. If an employee's first misconduct or unsatisfactory performance is sufficiently serious, it may be appropriate to move directly to a final written warning. This might occur where the employee's actions have had, or are liable to have, a serious or harmful impact on the organisation.
 - f. Para 26: All the employee the right of appeal.
118. The Tribunal take into account that the respondent is not a large employer, and while there were significant failures to comply with the Code, it takes into account that there was a meeting and discussions prior to that informally about alleged performance issues, the Tribunal consider that an uplift of **15%** should be applied .

Uplift Calculations

119. Applying the uplift to the injury to feelings award provides for an uplift of £1,755.

120. On the awards made for financial loss:

loss of earnings: £3,992.47 net

pension: £1,020

holiday: £586.52

That totals: £5,598.99 plus 15% uplift (of £839.85) = **£6,438.84**

Interest on loss of past earnings

121. The loss of earnings has been awarded under the provisions of the Equality Act 2010 on the basis that a significant factor in impact of the dismissal and the claimant's losses relate to the fact that she was pregnant during the relevant period. The midpoint for the calculation is 5 January 2025 (512 divided by 2 equates to 256 days added to the 24 April 2024 is 5 January 2025).

122. The interest on the past earnings figure (with uplift) of £6,438.84 is £361.28

123. This equates to a sum of: £6,800.12

Interest on Injury to feelings sum

124. The claimant is entitled to interest on the award for injury to feelings calculated as follows based on simple interest at 8% per annum:

- Principal sum for injury to feelings: £13,455 (with Acas uplift)
- Rate: 8% per year
- Period: 24 April 2024 to 12 October 2026
- 24 April 2026 to 12 October 2026 = 171 days (rounded up to 2.47 years)
- Interest: £2,658.31

Total sum

125. The final total sum to be paid to the claimant: **£24,188.03**

126. The sum does not exceed the £30,000 threshold set out in section 403 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA 2003) and thus has not been grossed up.

127. The award for past loss of earnings has been made pursuant to the claim brought under section 18 Equality Act 2010 and thus state benefits have been deducted. The Recoupment Provisions do not apply.

Approved by:

Employment Judge Broughton

Dated: 12 October 2026

Sent to the parties on

...12 October 2026.....

For the Employment Tribunal

...Elliot Barker.....

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