

**IN THE EMPLOYMENT TRIBUNAL**

**Claim No. 40/2024**

**BETWEEN:**

**AHLAM ZAKI**

**Claimant**

**-AND-**

**OXFORD LEARNING LIMITED**

**Respondent**

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**AWARDS JUDGMENT**  
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**THE RESPONDENT IS ORDERED** to pay to the Claimant the total sum of **£39,596.31** as particularised hereunder and as calculated in the Schedule hereto, within 21 days of the date of this Judgment.

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**Chairperson:** Gabrielle O'Hagan  
**For the Claimant:** Ms Grace Lima and Mr James Canepa of Hassans  
**For the Respondent:** not present  
**Hearing:** 26 February 2026

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**Background**

1. The Respondent employed the Claimant as a Customer Adviser Trainee with commencement of employment date 1 October 2023 (as per the Claimant's filed ETB Notice of Terms and ETB Termination Notice, which were submitted by the Respondent pursuant to a request from the Tribunal).
2. On 6 March 2024, the Claimant notified the Respondent that she was pregnant and that her expected date of childbirth was 13 October 2024.
3. On 30 September 2024, the Respondent terminated the Claimant's employment without notice, citing "end of contract" in the ETB Termination Notice.
4. The Claimant filed a Claim Form, with attached Details of Claim, on 23 December 2024, making claims for unfair dismissal, pregnancy or maternity discrimination, race discrimination and breach of contract, and seeking compensation and arrears of notice pay.

5. The Respondent filed a Response Form with attached Particulars of Response on 10 January 2025 defending the Claim, principally on the ground that the alleged reason for the termination was because the Claimant was purportedly unable to legally work in Gibraltar because she did not have a work permit.
6. On 19 February 2025, the Claimant's husband, Mr Suat Kirk, received via DHL Express Gibraltar (**DHL**) an undated letter, together with copies of the Claim Form and Response Form (**the Letter**). On 1 April 2025, I issued an Order under Rule 36(1)(b) of the Employment Tribunal (Constitution and Procedure) Rules 2016 (**the Rules**) providing for the whole of Response to be struck out on 22 April 2025 on the grounds that the manner in which the proceedings had been conducted by or on behalf of the Respondent had been scandalous, unreasonable and vexatious, unless the Respondent made representations explaining why the Response should not be struck out. On 1 April 2025, the Respondent filed its representations. On 30 April 2025, the Claimant filed an Application for disclosure by DHL seeking confirmation of the identity of the sender of the Letter. On 6 May 2025, the Tribunal issued a summons and disclosure Order to DHL.
7. Following a Preliminary Hearing on 14 May 2025, I handed down a Judgment dated 31 July 2025 holding that the whole of the Respondent's Response was struck out under Rule 36(1)(b) of the Rules on the grounds that the manner in which the Respondent had conducted the proceedings had been scandalous, unreasonable and vexatious, and the effect was as if no Response had been presented; and that the Respondent would be entitled to notice of any Hearings and decisions of the Tribunal but would only be entitled to participate in any Hearing to the extent permitted by the Tribunal.
8. I handed down a Judgment dated 8 September 2025 on the substantive Claim holding (in summary) that:
  - (i) The Claimant's claim for breach of employment contract was upheld: the Respondent did not give the Claimant her contractual notice of termination (one month), nor did it make a payment in lieu.
  - (ii) The Claimant's claim for unfair dismissal succeeded. In this regard, I held that the trust and confidence between the Respondent and the Claimant had irretrievably broken down as a result of the Respondent's conduct and that it was not in accordance with equity for a recommendation of re-engagement to be made under Section 70 of the Employment Act; and that I would make an Award of compensation in respect of the unfair dismissal to be paid by the Respondent to the Claimant. I also held that no deductions to the unfair dismissal Award would be made for contributory fault.
  - (iii) The Claimant's claim for direct pregnancy discrimination (under Sections 7 and 15(2) of the Equal Opportunities Act 2006 (**the EO Act**)) succeeded - the Respondent discriminated against the Claimant on the grounds of pregnancy by dismissing her because she was pregnant - and that I would make an Order under Section 70(1)(b) of the EO Act requiring the Respondent to pay to the Claimant an Award of compensation of an amount corresponding to any damages

(including damages for injury to feelings) which the Respondent could have been ordered by the Supreme Court to pay if the Claim had fallen to be dealt with by the Supreme Court.

9. Pursuant to an Awards Case Management Order dated 8 September 2025, the Claimant filed a Schedule of Loss with appended documentation and authorities, a Witness Statement by herself and a Witness Statement by Ms Luana Bencich, a friend and colleague of the Claimant whilst working for the Respondent.
10. Although further to the 31 July 2025 Strike Out Judgment, I had not given permission to the Respondent to participate in the Awards Hearing, the Respondent nonetheless submitted a 35-page “Final Written Rebuttal” and an appended 60-page evidence bundle. Notwithstanding the Respondent’s lack of entitlement to participate in the proceedings, I did briefly review these. They included an allegation that the Claimant had in fact been working before and after her dismissal by the Respondent (and continued to do so), by reference to an exhibited LinkedIn page for someone with the same name as the Claimant.
11. The Awards Hearing took place on 26 February 2026. The Claimant was represented by Hassans. Ms Deborah Coombe, the Respondent’s director, had informed the Tribunal that she would not be attending. Both the Claimant and Ms Bencich gave live evidence.

#### **Facts relevant to this Awards Judgment**

1. Due to the disparities between the Schedule of Loss figures and the ETB Notice of Terms of Engagement remuneration figure and the payslips attached to the Claimant’s Schedule of Loss, relying upon the payslips (alone), I have assessed the Claimant’s monthly gross and net pay at termination to be £1,553.04 and £1,257.96 respectively, giving weekly gross and net pay of £358.39 and £290.30 respectively.
2. No notice period was given to the Claimant by the Respondent, nor pay in lieu of her one month’s notice period.
3. The Claimant is not seeking any accrued but untaken holiday pay.
4. The Claimant was paid the DSS maternity grant (£700). However, the Claimant alleges that, as a result of the Respondent refusing to endorse the necessary application, she was not paid the DSS maternity allowance, which the Claimant says at the time was £87.64 per week, payable for up to 18 weeks (maximum, £1,577.52).
5. The Claimant stated in the Schedule of Loss that she has not had any income since her dismissal. She went on to set out her three job seeking attempts, including applying (unsuccessfully) for a secretary’s role in October 2024. However, she also very honestly stated that, although her family would benefit from her earning, *“given the high costs of childcare relative to her current earning capacity, it has not been viable for the Claimant to work.”* When I asked the Claimant about this at the Awards Hearing, she explained that any job she

took would need to cover her childcare costs, but that she had been applying for jobs and was registered with the Department of Employment.

6. The Claimant stated in the Schedule of Loss that she suffered significant distress and humiliation as a direct result of the Respondent's discriminatory conduct. Both the Claimant's and Ms Bencich's Witness Statement made a number of allegations in relation to the Respondent's treatment of the Claimant in the period after the Claimant announced her pregnancy before her dismissal, including reprimanding the Claimant for lateness following an ante-natal appointment whilst not sanctioning Ms Bencich who had also been late (due to traffic) on the same day; requiring the Claimant to post on a WhatsApp group the details of all of her ante-natal appointments; and making nasty comments about colleagues having to cover for the Claimant. If these allegations had been included in the Claimant's Claim, then I would of course have taken them into account in my 8 September 2025 substantive Judgment on the Claimant's discrimination claim. However, they were not; no mention was made by the Claimant in her Details of Claim of any discriminatory conduct by the Respondent except in connection with the Claimant's dismissal. I therefore found that the culpable act of discrimination committed by the Respondent was the Claimant's dismissal because of her pregnancy, 2 weeks before she was to give birth.
7. In this regard, both the Claimant and Ms Bencich in their Witness Statements gave compelling evidence about the deeply unpleasant manner in which Ms Coombe handled the refusal to renew the Claimant's work permit and the Claimant's dismissal. Ms Bencich exhibited an email she (not the Claimant) had been sent by Ms Coombe dated 14 July 2024 apparently in justification of Ms Coombe's decision not to renew the work permit and to dismiss the Claimant, in which Ms Coombe attempted to shame the Claimant, stating that the Claimant had previously lied to her and implying that the Claimant wanted Ms Coombe to "lie" to Government about the fact that the Claimant was, as Ms Coombe crudely put it, "heavily pregnant" in order to renew her work permit. In this email, Ms Coombe later wrote to Ms Bencich: "Ahlam will need to take care of her own situation out of work time, There is nothing for a business to do when it comes to an employee going off with 'pregnancy'". Each time that I look at these kinds of statements made by Ms Coombe throughout these proceedings, I am anew appalled, not just by their callousness but (if Ms Coombe really believed these statements) by Ms Coombe's ignorance.
8. Given the tone and contents of this email, which Ms Coombe must have known the Claimant would see, I have no hesitation in accepting the Claimant's statement in her Witness Statement: "*The emotional shock of reading this cruel attack, knowing I had done nothing wrong, was overwhelming. I couldn't hold my tears and cried right there in front of Luana, unable to believe the baseless, harmful things the Respondent was saying.*" Ms Bencich stated in her Witness Statement (and confirmed this in her oral evidence) that when she shared Ms Coombe's 14 July 2024 email with the Claimant, the Claimant "*was distraught. She cried and was visibly shaken.*" The dismissal "*left her devastated, as it meant she would be unable to claim maternity leave and would instead be unemployed at the time of giving birth. The distress caused by this revelation was profound. I could see it really had an emotional impact on her and she seemed overwhelmed and under pressure.*" Ms Bencich also highlighted in her evidence the resultant effects on the Claimant of her dismissal. She stated that, after the Claimant had seen Ms Coombe's email dated 14 July 2024 and realised

that she was being dismissed, the Claimant changed from being *“confident, engaged, and cheerful at work”* to *“withdrawn, anxious, and visibly stressed ... crying on several occasions in the workplace. ... On her final day of work, Ahlam appeared shocked and humiliated when she was told her employment was ending with immediate effect. She cried again on that day.”* Ms Bencich concluded her Witness Statement: *“In my view, the way Ahlam was treated by the Respondent significantly added to her stress and emotional suffering during her pregnancy. Rather than being supported as an employee and expectant mother, she was placed under additional pressure and uncertainty.”*

9. Ms Bencich was a credible and consistent witness, whose evidence I believed in its entirety. I also believe the Claimant’s account of the way she was dismissed, which tallies with Ms Coombe’s attitude towards the Claimant as evidenced in these proceedings: the Claimant was *“told verbally, in front of everyone in the office, that it was my last day and I should not return. That was just a few days before my baby’s due date. To be dismissed instantly and publicly like that, without even a private conversation in a closed office, felt completely wrong and unprofessional.”* I find the Claimant’s reaction to this completely understandable: *“The shock was overwhelming. I cried right there in the office and continued to cry all the way home, overcome by the sheer amount of disappointment and sadness after being treated so disgracefully.”*

10. In her Witness Statement, the Claimant also included evidence about the injury to feelings she suffered as a result of the Letter. In my Strike Out Judgment dated 31 July 2025, I found that the contents of the Letter were not only hostile and vindictive, but deeply offensive and threatening, deliberately intended to upset and distress the Claimant and to frighten and harass her into withdrawing her Tribunal Claim, notwithstanding that the wording had been crafted disingenuously to allow for the Respondent to argue alternative interpretations, as it subsequently did. I also found that there were passages in the Letter which constituted *“offensive personal insinuations and attacks on the Claimant’s integrity (including of unfaithfulness and theft) and overt and veiled threats of reputational damage levelled at the Claimant and her family. ... It should go without saying that these kinds of nasty insinuations are offensive and threatening, the only imaginable purpose of which is to cause the recipient upset and distress.”* I went on to hold: *“... the contents of the Letter ... on their face are malicious, offensive and threatening and there is not a doubt in my mind that the Letter’s purpose was ... a reprehensible, deliberate attempt to frighten the Claimant into abandoning the proceedings...”*.

11. The Claimant stated in her Witness Statement:

*“The harassment got much worse after I filed my claim. My husband received a terrifying DHL Letter on 19th February 2025 ... an extreme act of intimidation. The letter was deeply upsetting and personally hurtful, even implying disloyalty to my husband. But what made me most afraid was the attack on my newborn baby. The letter suggested terrible things, implying my child was somehow a ‘thief’ too, along with me and his father, and threatened to cause harm by sending information about him to schools and nurseries. Coupled with the threat to involve Mosques, this attack on my child and my faith made me feel an overwhelming fear. ... I was so terrified that I actually considered dropping this entire case. It was only after my union, Unite, and my husband helped calm me down and reassured me that nothing will happen that I found the strength to continue.”*

12. As regards the Respondent's 35-page "Final Written Rebuttal" and appended 60 page evidence bundle, which I did briefly review (notwithstanding the Respondent's lack of entitlement to participate in the proceedings), I find that they contained very little of relevance to quantum, but rather re-iterated again and again a small number of largely immaterial and/or erroneous points, for example, that the Claimant's solicitors had been corresponding with the Tribunal and the Respondent without copying in the Claimant and this "*strongly suggests no ongoing distress or continuing impact*" on the Claimant. Given that, as one would have thought the author of these kinds of specious submissions, Ms Coombe, would have realised by this stage of the proceedings, represented parties to Tribunal proceedings must communicate through their representatives, she shows herself by these kinds of additional false allegations only to be desperately grasping at anything to defend herself.
13. Ms Coombe also appears in these documents to have wasted an inordinate amount of time on re-stating her objections to the findings in my substantive Judgment dated 8 September 2025. In this regard, she had already been advised by the Tribunal (twice) that it was open to her to submit an appeal under the Employment Tribunal (Appeals) Rules 2005, which she did not.
14. She also makes incredible statements such as "*The DHL Letter ... did not originate from Oxford Learning Limited*", completely ignoring my findings in the Strike Out Judgment of 31 July 2025, such as: "*12. In my finding, bearing in mind all of the above considerations, the only person who could possibly have authored the Letter was Ms Coombe herself.*"
15. Ms Coombe also falsely states the law in a number of sections of the Rebuttal, for example, that 52 weeks of insured employment are required for DSS maternity allowance and she refers to the "Social Insurance (Benefits) Regulations". The applicable legislation is in fact the Social Security (Insurance) Act, and the minimum contribution conditions are that the employee "has paid social insurance contributions as an employed person under the Social Security (Insurance) Act for at least 26 weeks in the 52-week period ending on the 15th week before the expected date of confinement". Elsewhere, she makes the incomprehensible statement that she could not complete the Claimant's DSS Claim Form for Maternity Allowance ("Part 6: To be completed by the employer") because this is prohibited under the GDPR and the Data Protection Act. Further, the case law cited often does not provide for the legal principle stated by Ms Coombe, for example, *Ali-v-Christian Salvesen Food Services Limited (1997 [IRLR] 17)* is a case concerning implied contract terms and pay. It does not provide, as per Ms Coombe: "*where employment ends because a work permit expires and cannot lawfully be renewed, the contract terminates by operation of law, not by dismissal*".
16. Perhaps the most egregious section of these documents produced by the Respondent is the allegation that the Claimant had been working for another employer since before her dismissal by the Respondent, and still is, by reference to an exhibited LinkedIn page for someone with the same name as the Claimant. It is clear simply from the face of the individual on the LinkedIn page that the individual is not the Claimant, and that she is in fact an Egyptian woman living and working for a pharmaceutical company in Egypt. This was confirmed by the Claimant in her oral evidence. The Respondent had deceptively and deliberately used the identical name of this unfortunate person in Egypt to try to attack the Claimant's credibility and the Claimant's work permit status. In my finding, this is yet another deliberate, blundering

and deceitful attempt in these proceedings by the Respondent to mislead the Tribunal and frighten the Claimant.

## The Law

### Unfair dismissal

1. Section 70(3) of the Employment Act provides that where the Tribunal finds that the grounds of a claim for unfair dismissal are well-founded and does not make a recommendation, the Tribunal shall make an award of compensation, to be paid by the employer to the claimant, in respect of the dismissal. Section 71 provides that the award of compensation shall consist of a Basic Award and a Compensatory Award.
2. The Employment Tribunal (Calculation Of Compensation) Regulations 2016 (**the Regulations**) provide:-

“1.(2) For the purposes of these Regulations–

“the appropriate amount” means–

... (b) one week’s pay or twice the weekly minimum wage, whichever is the greater, for a year of employment (not within paragraph (a)) in which he was not below the age of twenty-two...

“weekly minimum wage” means the amount prescribed as the minimum weekly remuneration payable under the Conditions of Employment (Standard Minimum Wage) Order 2001 as amended from time to time [currently, £370.50]...

### **Basic award.**

2.(1) The amount of the basic award provided in section 71(a) of the Employment Act, shall be £2,200 or such higher amount as calculated by–

(a) determining the period, ending with the effective date of termination, during which the employee has been continuously employed,

(b) reckoning backwards from the end of that period the number of years of employment falling within that period, and

(c) allowing the appropriate amount for each of those years of employment.

### **Compensatory awards.**

3.(1) ... the amount of the compensatory award shall be such amount as the Employment Tribunal considers just and equitable in all the circumstances having regard to the loss sustained by the complainant in consequence of the dismissal in so far as that loss is attributable to action taken by the employer.

... (4) In ascertaining the loss referred to in subregulation (1) the Employment Tribunal shall apply the same rule concerning the duty of a person to mitigate his loss as applies to damages recoverable under the common law of Gibraltar.”

## Pregnancy discrimination compensation

The EO Act provides:

- “70. (1) Where the Employment Tribunal finds that a complaint presented to it under section 69 (jurisdiction of the Employment Tribunal) is well-founded, the Tribunal shall make such of the following as it considers just and equitable—
- (a) an order declaring the rights of the complainant and the respondent in relation to the act to which the complaint relates;
  - (b) an order requiring the respondent to pay to the complainant compensation of an amount corresponding to any damages (including damages for injury to feelings) he could have been ordered by the Supreme Court to pay to the complainant if the complaint had fallen to be dealt with under section 76 (jurisdiction of Supreme Court); ...
- (4) Where an amount of compensation falls to be awarded under subsection (1)(b), the Tribunal—
- (a) may include in the award interest subject to, and in accordance with, the provisions of section 75 (interest on compensation); and
  - (b) shall consider whether to do so, without the need for any application by the complainant.”

### **“Interest on compensation.**

... 75.(2) Interest shall be calculated as simple interest which accrues from day to day.

(3) ... the rate of interest to be applied shall be the rate of interest prescribed in respect of judgment debts in the Supreme Court by the order made under section 36 of the Supreme Court Act in force from time to time [1].

... (6) ... (a) in the case of any sum for injury to feelings, interest shall be for the period beginning on the day of the contravention or act of discrimination complained of and ending on the day of calculation;

...(9) The Tribunal’s written statement of reasons for its decision shall— (a) contain a statement of the total amount of any interest awarded and, unless this amount has been agreed between the parties, either a table showing how it has been calculated or a description of the manner in which it has been calculated; or (b) include reasons for any decision not to award interest.

... (11) In this section— “day of calculation” means the day on which the amount of interest is calculated by the Tribunal; ...”

The aim of a discrimination compensation award under Section 70(1)(b) of the EO Act is to put the claimant in the position, so far as is reasonable, that she would have been in had the discrimination not occurred. The heads of financial losses which can be claimed are more or less the same as for an unfair dismissal compensatory award (with the same duty to mitigate). However, distinct from the unfair dismissal award:

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[1] Currently 8% per annum.

- (a) there is no statutory cap on the amount of a discrimination compensation award;
- (b) the Tribunal assesses loss under the same principles as apply to torts;
- (c) the Tribunal may make an award of compensation for non-financial losses such as injury to feelings; and
- (d) the Tribunal has power to, and normally should, award interest on past losses.

### Injury to feelings

When assessing compensation for injury to feelings, the Court of Appeal case of Vento-v-Chief Constable of West Yorkshire Police (N° 2) (2002 EWCA CIV 187) (2003 IRLR 1021) (Vento) is the leading authority. It held that an award of compensation for injury to feelings is intended to compensate the claimant for negative feelings (such as distress, stress and depression, fear, anxiety, upset) caused by unlawful discrimination. The award is compensatory and not punitive: the focus is on the actual effects the discriminatory act has had on the particular claimant (Komeng-v-Creative Support Ltd [2019] UKEAT/0275/18); and should be just to both parties. Feelings of indignation at the discriminator's conduct should not be allowed to inflate the award. On the other hand, awards should not be too low, as that would diminish respect for the policy of the anti-discrimination legislation: our society has condemned discrimination and awards must ensure that discrimination is seen to be wrong.

Relevant factors which the Tribunal will take into account when assessing the effect(s) on the claimant may include:

- the vulnerability of the claimant and personal characteristics: if a claimant reacted to the discrimination more severely than others might react, then this should be accounted for, regardless of whether the act of discrimination could be viewed objectively as less serious;
- the degree of hurt, distress or upset caused;
- any medical condition from which the claimant is suffering;
- factors such as panic attacks, stress, loss of confidence and interference with personal relationships;
- the nature of the claimant's job and the effect of the discrimination on their career;
- whether the discrimination was a one-off incident or a course of conduct;
- the position of the person who was found to be discriminating;
- the seriousness of the treatment.

The Tribunal has a broad discretion about the level of an award of compensation for injury to feelings, within the boundaries of what are known as "the Vento bands" – in Vento, the E&W Court of Appeal set guidelines and 3 bands of potential awards. The figures are updated annually and as at 23 December 2024 were:

- lower band: £1,200 - £11,700 for "*less serious cases, such as where the act of discrimination is an isolated or one-off occurrence*";
- middle band: £11,700 - £35,200 for "*serious cases, which do not merit an award in the highest band*"; and
- upper band: £35,200 to £58,700 for "*the most serious cases, such as where there has been a lengthy campaign of discriminatory harassment on the ground of sex or race*",

- with the most exceptional cases capable of exceeding £58,700.

In Base Childrenswear Limited-v-Otshudi EAT 0267/18, the EAT held: *“it is right to say that, in deciding whether the case should fall within the low or middle Vento bands, an ET might think it relevant to have regard to whether the discrimination in question formed part of a continuing course of conduct (perhaps a campaign of harassment over a long period) or whether it was only a one-off act. That said, each such assessment must be fact and case specific. It is, after all, not hard to think of cases involving one-off acts of discrimination that might well justify an award falling within the middle or higher Vento brackets, or other cases involving a continuing course of conduct that are properly to be assessed as falling within the lower band. Simply describing discrimination as an isolated or one-off act may not provide the complete picture and I do not read the Vento guidance as placing a straitjacket on the ET such that it must only assess such cases as falling within the lower band. The question for the ET must always be, what was the particular effect on this individual complainant?”*

### Injury to feelings - aggravated damages

While not specifically provided for by legislation, aggravated damages are available for discrimination claims as part of an injury to feelings award, following the usual tortious principles. These were helpfully summarised in Commissioner of Police of The Metropolis -v-Mr H Shaw UKEAT/0125/11/ZT:-

*“20. ... The starting-point is that the only purpose of aggravated damages is compensatory. They should not be awarded in order to punish the respondent for his conduct, however heinous: that is the province (and only in a very limited class of case) of exemplary damages, which are a wholly different creature. ... This point needs to be made because the facts in cases which attract an award of aggravated damages will be likely to be such that the tribunal is rightly indignant, if not positively outraged, at the way the employer has behaved: but (save in a case properly attracting exemplary damages) the right vehicle for such indignation is in what it chooses to say about the employer’s conduct rather than in a punitive award.”*

*“22. Criteria. The circumstances attracting an award of aggravated damages fall into the three categories .... Reviewing them briefly:*

*(a) The manner in which the wrong was committed. The basic concept here is of course that the distress caused by an act of discrimination may be made worse by it being done in an exceptionally upsetting way. In this context the phrase “high-handed, malicious, insulting or oppressive” is often referred to .... It gives a good general idea of the territory we are in, but it should not be treated as an exhaustive definition of the kind of behaviour which may justify an award of aggravated damages. ... an award can be made in the case of any exceptional (or contumelious) conduct which has the effect of seriously increasing the claimant’s distress.*

*(b) Motive. It is unnecessary to say much about this. Discriminatory conduct which is evidently based on prejudice or animosity or which is spiteful or vindictive or intended to wound is, as a matter of common sense and common experience, likely to cause*

*more distress than the same acts would cause if evidently done without such a motive – say, as a result of ignorance or insensitivity. ...*

*(c) Subsequent conduct. The practice of awarding aggravated damages for conduct subsequent to the actual act complained of originated, again, in the law of defamation, to cover cases where the defendant conducted his case at trial in an unnecessarily offensive manner. Such cases can arise in the discrimination context ... But there can be other kinds of aggravating subsequent conduct, such as where the employer rubs salt in the wound by plainly showing that he does not take the claimant’s complaint of discrimination seriously... This basis of awarding aggravated damages is rather different from the other two in as much as it involves reliance on conduct by the defendant other than the acts complained of themselves or the behaviour immediately associated with them. A purist might object that subsequent acts of this kind should be treated as distinct wrongs, but the law has taken a more pragmatic approach.”*

*“23. How to fix the amount of aggravated damages. As Mummery LJ said in Vento ..., at paras. 50-51 (pp. 331-2), “translating hurt feelings into hard currency is bound to be an artificial exercise”. ...*

*Since there is no sure measure for assessing injury to feelings, choosing the “right” figure within that range cannot be a nicely calibrated exercise. Those observations apply equally to the assessment of aggravated damages ... The ultimate question must be not so much whether the respective awards considered in isolation are acceptable but whether the overall award is proportionate to the totality of the suffering caused to the claimant.*

*24. Relationship between the seriousness of the conduct and the seriousness of the injury. It is natural for a tribunal, faced with the difficulty of assessing the additional injury specifically attributable to the aggravating conduct, to focus instead on the quality of that conduct, which is inherently easier to assess. This approach is not necessarily illegitimate: as a matter of broad common sense, the more heinous the conduct the greater the impact is likely to have been on the claimant’s feelings. Nevertheless it should be applied with caution, because a focus on the respondent’s conduct can too easily lead a tribunal into fixing compensation by reference to what it thinks is appropriate by way of punishment or in order to give vent to its indignation. Tribunals should always bear in mind that the ultimate question is “what additional distress was caused to this particular claimant, in the particular circumstances of this case, by the aggravating feature(s) in question?”, even if in practice the approach to fixing compensation for that distress has to be to some extent “arbitrary or conventional”.”*

## **Findings and Awards**

### **Breach of employment contract**

The Respondent did not give the Claimant her contractual notice of termination (one month), nor make a payment in lieu. The Respondent is therefore Ordered to make a payment to the Claimant in the sum of one month’s salary (net): £1,257.96.

### Unfair dismissal Basic Award

Under Regulation 2.(1), the Basic Award payable by the Respondent to the Claimant is £2,200.00.

### Unfair dismissal Compensatory Award

As I have made a breach of contract payment Order, I do not make any award for the loss of income (wages) the Claimant suffered in the period of 9 working days between the date of her unfair dismissal (30 September 2024) and her notified expected date of childbirth (13 October 2024).

The Claimant stated in the Schedule of Loss that she had not had any income since her dismissal. She also set out her job seeking attempts (which would amount to Regulation 3.(4) mitigation), including applying (unsuccessfully) for a secretary's role in October 2024. However, given her statement that although her family would benefit from her earning, "*given the high costs of childcare relative to her current earning capacity, it has not been viable for the Claimant to work*", on the Claimant's own evidence, I cannot make a compensatory award under Regulation 3(1) to reflect the losses sustained by the Claimant "*in so far as that loss is attributable to action taken by the employer*", since it is my finding that the Claimant's lack of income since she had her baby is primarily a result of the Claimant's own decision not to work, and cannot be attributable to her dismissal by the Respondent.

I find that the Claimant did not receive DSS maternity allowance and thereby suffered a loss of up to £1,577.52. I find that this was most likely due to the Respondent not submitting Part 6 of the DSS claim form for Maternity Allowance, which has to be completed by the employer. The Claimant did meet the DSS maternity allowance contribution conditions: she had paid social insurance contributions as an employed person under the Social Security (Insurance) Act for at least 26 weeks in the 52-week period ending on the 15th week before the expected date of confinement (13 October 2024).

Under Regulation 3.(1), the Compensatory Award payable by the Respondent to the Claimant is £1,577.52.

I also award the Claimant £300.00 for loss of statutory rights (bearing in mind her short period of employment).

### Discrimination compensation award

To avoid double recovery, I make no award in respect of the Claimant's financial losses, as I have already made the appropriate award in respect of the Claimant's unfair dismissal (above).

### Injury to feelings

When assessing compensation for injury to feelings under *Vento*, I am duty bound to ignore the seriousness of the Respondent's heinous conduct towards the Claimant throughout this case and to focus on an appropriate level of compensation for the injury to feelings suffered by the Claimant consequent on the Respondent's discriminatory conduct, which I held in my substantive Judgment dated 8 September 2025 was the Respondent's dismissal of the Claimant by reason of her pregnancy.

I accept both the Claimant's and Ms Balcich's evidence that the Claimant was deeply hurt, distressed, anxious and upset by the blatantly and extremely discriminatory termination of her employment, when the Claimant was weeks away from giving birth. And, although the Claimant was only employed by the Respondent for a year, and generally an employee is likely to be more severely affected if they have worked for an employer for a number of years before being subjected to a discriminatory dismissal, the Claimant's and Ms Balcich's evidence showed that the Claimant's dismissal and the manner in which this was carried out by the Respondent came as an awful, deeply upsetting shock to the Claimant. As she put it in her Witness Statement, "*I cried right there in the office and continued to cry all the way home, overcome by the sheer amount of disappointment and sadness after being treated so disgracefully.*" Exactly as in Miles-v-Gilbank [2006] EWCA Civ 543, the discriminatory dismissal at a time when the Claimant was soon to have her baby "... gives this case added seriousness and must have imposed an additional level of stress on [the Claimant] as an expectant mother."

Whilst I completely accept the Claimant's own evidence supported by Ms Balcich's evidence regarding the serious injury to the Claimant's feelings caused by the dismissal, no medical or other evidence was presented that the Claimant's upset and anxiety were long lasting or so serious that her ability to function was impacted, or that she suffered any long lasting distress, depression or other severe mental disorders by reason of her dismissal.

Balancing up all of these factors, I find that the Claimant's injury to feelings arising from the dismissal falls in the middle of the middle Vento band and I award to the Claimant the sum of £23,450.00.

#### Injury to feelings - aggravated damages

Both the fact and manner of the Claimant's dismissal were such as to cause significant injury to the Claimant's feelings as I have found above. That injury was then aggravated by the Respondent's subsequent conduct in these proceedings, in particular, the attempts in its Response Form (and indeed at any opportunity thereafter) to intimidate the Claimant into withdrawing her Claim by making false allegations accompanied by threats of costs and allusions to the work permit authorities. These attempts at intimidation were subsequently compounded by the threatening Letter from the Respondent and later by the false allegations made about the Claimant's employment in the Respondent's "Final Written Rebuttal".

I accept in its entirety the evidence given by the Claimant in her Witness Statement that the false allegations made in the Response Form and the threatening Letter deeply upset the Claimant and frightened her into considering dropping her Claim. As set out in my 31 July 2025 Strike Out Judgment, the unnecessarily offensive Letter was clearly intended to provoke just these reactions. In her Schedule of Loss, the Claimant sought £2,000.00 in aggravated damages in compensation for this additional injury to feelings. Although I must bear in mind that the purpose of aggravated damages is compensatory not punitive, given the circumstances I have described, I have no hesitation in awarding this sum for the Claimant's upset and fright caused by and attributable to the threatening and false allegations made in the Response Form and in the Respondent's Letter.

I also award the Claimant £5,000.00 in aggravated damages for the additional injury to feelings I

find that she suffered as a result of the damaging, false allegations made in the Respondent’s “Final Written Rebuttal”, in particular the false allegations made about the Claimant’s employment status, by exhibiting the LinkedIn page of another person as though it were the Claimant’s and using this to attack the Claimant’s credibility and even her work permit status. In my finding, this was yet another deliberate, blundering and deceitful attempt in these proceedings by the Respondent to mislead the Tribunal and to frighten and upset the Claimant, which partially succeeded, completely unnecessarily causing significant additional distress to the Claimant.

Interest

I can see no reason why I should not award interest on the (total £30,450.00) injury to feelings Award: calculated at the prescribed rate of 8% per annum from the date of the discriminatory dismissal (30 September 2024) until today 23 April 2026 (the date on which the Tribunal calculates the compensation), a period of 571 days, amounting to £3,810.83.

**Schedule**

Breach of employment contract: unpaid pay in lieu of notice	£1,257.96
Unfair Dismissal Basic Award	£2,200.00
Unfair Dismissal Compensatory Award	£1,577.52
Compensation for loss of statutory rights	£300.00
Total Injury to Feelings Award	£30,450.00
Interest on Injury to Feelings	£3,810.83
<b>TOTAL</b>	<b>£39,596.31</b>

*Gabrielle O’Hagan*

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**Chairperson Gabrielle O’Hagan**

**Date: 23 April 2026**