



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4107510/2023

SG Pro Cleaning Ltd

**Claimant
Represented by:
Mr H Singh
Litigation Executive**

ACF Cleaning Ltd

**Respondent
No appearance**

JUDGMENT

Rule 21 of the Employment Tribunal Rules of Procedure 2013

No response has been presented to this claim and an Employment Judge has decided to issue the following judgment on the available material under rule 21:

1. The Tribunal declares that the respondent was in breach of Regulation 11 of the Transfers of Undertaking (Protection of Employment) Regulations 2006 in not fully providing the employee liability information required.
2. The claimant did not suffer loss from that breach, and no award of compensation under Regulation 12 is made.

REASONS

1. This was a Claim presented under Regulation 12 of the Transfers of Undertaking (Protection of Employment) Regulations 2006 (“the Regulations”). The claimant is the transferee, and the respondent the transferor, in relation to a relevant transfer. It was claimed that no employee liability information (“ELI”) was provided by the respondent adequately under the terms of Regulation 11.
2. The respondent did not enter any Response Form timeously. It emailed the Tribunal in general terms on 12 February 2024 which the Tribunal responded to on 15 February 2024 referring to the terms of Rule 20, but since then has not applied for an extension of time nor presented a draft Response Form as the Rule requires.
3. I consider that in those circumstances it is appropriate under Rules 21 and having regard to the overriding objective in Rule 2 to issue a Judgment.
4. I firstly make a declaration under Regulation 3(a) of the Regulations as the claim is undefended.
5. So far as the remainder of the remedy is concerned the claimant has tendered a Schedule of Loss. It did not quantify the amount sought by reference to hours spent, or a chargeable rate, but simply stated a sum of £1,000 in compensation. No documentation in support was tendered. It referred to a Claim against it by a transferring employee, which was later withdrawn. It is stated that the claimant’s representative had to prepare Particulars of Response and prepare for and attend a Preliminary Hearing for case management of that Claim.
6. Those acts of defending a Claim would however have been required regardless of the provision of employee liability information, which is what the declaration relates to. The employee was entitled to convene the present

claimant, as respondent in that case, as that party was the transferee. That the Claim has now been withdrawn means that no award was made against the claimant in this case, and it appears to me that no loss has flowed from the breach of the Regulations, or at least none that has been set out in the Schedule of Loss. The award is in the Tribunal's discretion, under Regulation 12(4) which refers to that which is just and equitable having regard to any loss attributable to the matters complained of, *inter alia*. No loss as I consider it to be is set out – for example it is not contended that the claimant instructed solicitors who charged a certain amount for work which would not have been incurred had the ELI been provided.

7. No loss having been adequately set out within the Schedule of Loss it does not appear to me to be within the statutory provisions to make any award of compensation. In the event that the claimant considers that loss of some kind was incurred that was attributable to the breach it can make an application for reconsideration under Rule 71, and an amended Schedule of Loss attaching any appropriate documentation.

Employment Judge:	A Kemp
Date of Judgment:	28 February 2024
Entered in register:	29 February 2024
and copied to parties	