EMPLOYMENT TRIBUNALS

Claimant:	Ms G Gannon	
Respondent:	Ms Teuta Bicaku	R1
	Ms Sofia Tombazidou-Crawford (trading together as Ivory Dental Clinic)	R2
	Dental Beauty WGC Limited	R3

Heard at: Watford Employment Tribunal
(In public; In person)

On: **28 June 2024**

Before: Employment Judge Quill; Ms B Von Maydell-Koch, Ms B Robinson

Appearances

For the claimant:	In Person
For the respondents 1 and 2:	In Person
Respondent 3:	Not notified of hearing; not represented

JUDGMENT

(1) The claim is not struck out because:
  (i) None of the grounds in Rule 37(1) are made out
  (ii) It would be disproportionate in any event

(2) There was a relevant transfer from Ivory Dental Clinic to Dental Beauty WGC Limited on 9 March 2021 (shortly before 17:38 on that day).

(3) Regulation 13A of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") applied to that transfer, and Regulation 15(1)(d) gives the Claimant standing to present this claim.

(4) Ivory Dental Clinic failed to comply with its obligations under Regulation 13 TUPE.

(5) There was no failure to supply information that Ivory Dental Clinic was required to supply in accordance with Regulation 13(2)(d) TUPE, and therefore no breach of that sub-paragraph.

(6) In accordance with Regulations 15(8)(a) and 16(3) TUPE, the Claimant is entitled to compensation of two weeks' pay. A week's pay is £580 and therefore the compensation is £1160.

(7) R1 and R2 are jointly and severally liable for the compensation mentioned in the previous paragraph and are ordered to pay that compensation (£1160) to the Claimant within 14 days.

(8) By virtue of Regulation 15(9) TUPE, R3 is also jointly and severally liable. No enforcement action can be taken against R3 without further order of the Tribunal.

REASONS

Introduction

1. There had previously been a hearing before a different employment tribunal. As a result of a decision by the Employment Appeal Tribunal, the hearing before this panel was to decide the whole claim entirely afresh.

2. Ivory Dental Clinic was a partnership, at the relevant times. It had two partners, both of whom, were dentists, Ms Teuta Bicaku ("R1") and Ms Sofia Tombazidou-Crawford ("R2"). The Claimant was an employee of Ivory Dental Clinic and presented a claim alleging breach of TUPE obligations.

The Claims and Issues

3. At a preliminary hearing on 7 March 2024, the claims and issues were identified as follows (retaining the same numbering):

> 8.1. Were all of the claimant's complaints presented within the time limits set out in
>
> > 8.1.1. Regulation 15(12) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")
>
> 8.2. Dealing with this issue may involve consideration of subsidiary issues including: when the relevant transfer occurred; whether time should be extended.
>
> 8.3. Given the date the claim form was presented and the dates of early conciliation, it seems unlikely that the claim is out of time. It seems to have been presented within 3 months of 10 March 2021, which appears to be agreed as the date of the relevant transfer.

The Transfer of Undertakings (Protection of Employment) Regulations 2006

The regulations use the following terminology:

"relevant transfer" means a transfer to which the TUPE regulations apply and which (therefore) potentially includes the sale of a business to new owners in circumstances such that the seller of the business no longer employs the affected staff and the buyer becomes the employer of the affected staff

"Transferor": the outgoing employer. For example, the seller of a business.

"Transferee": the potential new employer. For example, the buyer of a business.

"measures" is a wide term that would include dismissal or variation of contract or significant changes to (non-contractual) working arrangements

8.4. Did Regulation 13A of TUPE apply? That is, did the Respondent have fewer than 10 employees at the relevant time.

8.5. If Regulation 13A did apply, did the Respondent comply with its obligations under Regulation 13 TUPE by:

Long enough before the relevant transfer to enable the Respondent to consult the Claimant, informing the Claimant of

(a) the fact that the transfer was to take place, the date or proposed date of the transfer and the reasons for it;

(b) the legal, economic and social implications of the transfer for any affected employees;

(c) the measures which the Respondent envisages it would, in connection with the transfer, take in relation to the Claimant (or else confirmation that it envisaged that no measures will be so taken)

and

(d) (given that the Respondent was the transferor), the measures, in connection with the transfer, which the Respondent envisaged the transferee would take in relation to the Claimant, on the assumption that the Claimant became an employees of the transferee after the transfer (automatically, by virtue of regulation 4). Alternatively, confirmation that it envisaged that no measures would be taken)

8.6. If Regulation 13A did not apply, then did the Respondent comply with its duties by

8.6.1. giving the afore-mentioned information to employee representatives:

8.6.2. complying with Regulation 14 [making arrangements for election of employee representatives if there was not, already, any representatives within the definition in Regulation 13(3)]

8.7. If the Respondent did envisage taking measures, did it consult (as the case may be) (i) the Claimant (if Regulation 13A applies) or (ii) the employee representatives (if Regulation 13A does not apply)

8.8. If the Respondent did not comply with its obligations under Regulation 13A (or Regulation 13 and 14, if applicable) were there special circumstances which rendered it not reasonably practicable for it do so?

8.8.1. If so, what were those circumstances, and which of the obligations was not (therefore) performed?

8.8.2. Did the Respondent take all such steps towards performing that obligation as were reasonably practicable in the circumstances.

As required by Regulation 15(2), it is for the Respondent to prove these matters.

8.9. Should the Tribunal make a declaration that the Respondent failed to comply with its obligations?

8.10. Should the Tribunal make an order that the Respondent pay appropriate compensation to the Claimant, having taken account of Regulations 15(8) and 15(9) and Regulation 16(3)?

15 (8) *Where the tribunal finds a complaint against a transferor under paragraph (1) well-founded it shall make a declaration to that effect and may—*

(a) order the transferor, subject to paragraph (9), to pay appropriate compensation to such descriptions of affected employees as may be specified in the award; or

(b) if the complaint is that the transferor did not perform the duty mentioned in paragraph (5) and the transferor (after giving due notice) shows the facts so mentioned, order the transferee to pay appropriate compensation to such descriptions of affected employees as may be specified in the award.

15 (9) *The transferee shall be jointly and severally liable with the transferor in respect of compensation payable under sub-paragraph (8)(a) or paragraph (11).*

16 (3) *"Appropriate compensation" in regulation 15 means such sum not exceeding thirteen weeks' pay for the employee in question as the tribunal considers just and equitable having regard to the seriousness of the failure of the employer to comply with his duty.*

The Evidence

4. We had a bundle of documents. Pages 1 to 115 were the same as the bundle for the previous hearing, and pages 116 to 150 were added for this hearing. The bundle included the statements prepared for the previous hearing.

5. We had a new 9 paragraph document called "RESPONDENT'S STATEMENT" which did not identify the maker of the statement. Ms Sofia Tombazidou-Crawford ("R2") gave evidence by swearing to the accuracy of the document, and answering questions from the panel and the claimant. Ms Teuta Bicaku ("R1") did not give evidence, but told the panel and the claimant that she was also in agreement with the contents of R2's evidence.

6. We had a new one page, 4 paragraph statement from the Claimant, headed "24th April 2024". The Claimant gave evidence by swearing to that statement, and also to the statement at [Bundle 111 to 114] dated 12 April 2022, and by answering questions from the panel and both Respondents. At the outset, she confirmed that she did not stand by the date of 10 March 2021 in paragraph 1 of the latter statement (and Box 8.2 of claim form), and that she agreed that the relevant meeting took place on 9 March 2021.

The Hearing

7. The preliminary hearing on 7 March 2024 had ordered that the Claimant produce the payslips from Dental Beauty WGC Limited. She had not done so. In the initial discussions shortly after 10am, she told the Tribunal, and we accept, that she no longer has access to them. They had been supplied to her via an electronic portal to which she no longer had access since termination of employment (in around June 2021). She confirmed that her pay with Dental Beauty WGC Limited was no lower than with Ivory Dental Clinic.

8. The preliminary hearing had also ordered that witness statements be exchanged by 25 April 2024, subject to:

> If a party intends to supply no new witness statement, and to rely only on the versions from the previous hearing, that is perfectly acceptable. But they must inform the other side of this on or before [25 April 2024].

9. In the initial discussions, R1 and R2 told us, and the Claimant accepted, that the parties had agreed to do this on 24 April 2024, and that the document "RESPONDENT'S STATEMENT" had been sent to the Claimant on 24 April 2024 at the agreed time. The Claimant did not keep to the agreement, and sent her new witness statement several hours later. The Claimant was at work that day. She told us that she had forgotten about the agreement with R1 and R2 until she saw their email. She told us that she had sent her statement to the Respondent as soon as she could, after seeing their email, and that she was not in breach of the orders, because the orders were to do it by 25 April 2024, and she did it a day before that. She also mentioned some personal circumstances to us, and we accept that what she told us about that is true. [Later in the hearing, when answering questions on oath, the Claimant stated that she had not yet started writing her new statement when she saw the document from R1 and R2 and that

she had read that document, and her 4 paragraph statement headed "24th April 2024" was her response to what they had written in that document.]

10. In the initial part of the hearing, R1 and R2 said that they wanted to know what action would be taken against the Claimant for (as they saw it) (a) breaching the order for payslips and (b) the delay in supplying her statement, after the agreed time on 24 April 2024.

10.1 For the former, we informed R1 and R2 that the Claimant was not in breach of the orders if she did not have the payslips, but they were free to cross-examine her about that assertion when she gave evidence if they wished to do so.

10.2 For the latter, we informed R1 and R2 that, in theory, they could apply for strike out, but the appellate court guidance was pretty clear that strike out would be inappropriate given that all of the orders had now been complied with.

11. Following our pre-reading, we resumed at 11.15am. R1 and R2 told us that they did, in fact, wish to apply for strike out. We told them that we were going to hear the evidence and that if they wished to make an application for strike out, they could do so when they made their submissions on the substantive merits.

12. Once the evidence phase had concluded, they raised the matter again, and the judge told them that they could make submissions in support of a strike out application if they wished to do so, but it was unlikely to succeed. If they wished to try to persuade us to strike out, then they should make those submissions first, but then go on to address us on the merits of the case. Having conferred quietly between themselves, they made submissions. Based on what we heard, we inferred (incorrectly as it turned out) that they had decided not to seek strike out, and to accept that our decision would be based on the merits.

13. After we gave judgment with reasons, R1 and R2 asked about the outcome of the strike out application. We had not dealt with it in the judgment or reasons, for the reasons mentioned in previous paragraph. However, we accept that R1 and R2 had intended that we would make a decision on strike out and that we were mistaken in our belief that they were not pursuing it.

14. We reject the strike out application, and our reasons are under the heading below.

15. When we gave the judgment and reasons (which were on both liability and remedy), we suggested that, while Dental Beauty WGC Limited was automatically jointly and severally liable, perhaps we did not need to add them. Instead, we would make an order that any of the current parties were at liberty to write in and ask for Dental Beauty WGC Limited to be added as a respondent. While the suggestion was not expressly rejected (or addressed), after we had listened to various comments that were made about the decision, we told the parties that (a) we would treat the Respondents' comments as a request for written reasons and

(b) we would add Dental Beauty WGC Limited ("R3") as a respondent and (c) that, since R3 had not previously been part of the proceedings, it would have the right to object to the fact that it had been added, in its absence, and/or would have the right to seek reconsideration of the judgment.

16. Any references below to "the Respondents" are to R1 and R2 (only), and not to R3, unless expressly stated otherwise.

Strike Out

17. Rule 37 deals with strike out.

> 37.— Striking out
>
> (1) At any stage of the proceedings, either on its own initiative or on the application of a party, a Tribunal may strike out all or part of a claim or response on any of the following grounds—
>
> (a) …
>
> (b) that the manner in which the proceedings have been conducted by or on behalf of the claimant or the respondent (as the case may be) has been scandalous, unreasonable or vexatious;
>
> (c) for non-compliance with … an order of the Tribunal;
>
> (d) …;
>
> (e) that the Tribunal considers that it is no longer possible to have a fair hearing in respect of the claim or response (or the part to be struck out).
>
> (2) A claim or response may not be struck out unless the party in question has been given a reasonable opportunity to make representations, either in writing or, if requested by the party, at a hearing.

18. Strike out is a "[Draconian] power, not to be too readily exercised." (Blockbuster Entertainment v James [2006] IRLR 630).

19. In terms of the manner of proceedings, the case law includes, for example, De Keyser Limited v Wilson [2001] IRLR 324. At paragraph 55 of Bolch v Chipman [2004] IRLR 140, a four step process is recommended.

> (1) There must be a conclusion by the Tribunal not simply that a party has behaved unreasonably but that the proceedings have been conducted by or on his behalf unreasonably. …
>
> (2) Assuming there be a finding that the proceedings have been conducted scandalously, unreasonably or vexatiously, that is not the final question …. …. De Keyser makes it plain that there can be circumstances in which a finding can lead straight to a debarring order. Such an example … is "wilful, deliberate or contumelious disobedience" of the Order of a court. But in ordinary circumstances … before there can be a strike out of … an Originating Application [there must be] a conclusion as to whether a fair trial is or is not still possible. …
>
> (3) Once there has been a conclusion, if there has been, that the proceedings have been conducted in breach of [what is now Rule 37] and that a fair trial is not possible, there still remains the question as to what remedy the tribunal

> considers appropriate, which is proportionate to its conclusion. ...
>
> (4) But even if the question of a fair trial is found against such a party, the question still arises as to consequence.

20. In other words, as well as making clear that it is important to make findings of fact about the conduct, and precisely analyse the effects of the (allegedly) unreasonable conduct on the proceedings, it is crucial to bear in mind that the sanction of strike out does not exist so that the Tribunal can show disapproval of the conduct. A thought process that the conduct is so unreasonable that the party must be punished by having their claim struck out is impermissible. Instead, if there is found to have been unreasonable conduct of the proceedings, the focus must be on what effects that conduct has had on the proceedings. Generally speaking, where a fair trial is still possible, despite the unreasonableness, strike out is inappropriate; this general principle is subject to the fact that, as per De Keyser, there can be some circumstances which lead straight to strike out (including "wilful, deliberate or contumelious disobedience" of the order of a court or tribunal).

21. In considering whether a strike out should be made for non-compliance with any orders of the tribunal, relevant factors are discussed in Weir Valves and Controls (UK) Ltd v Armitage [2004] ICR 371. They include: the magnitude of the non-compliance; whether the default was the responsibility of the party or of their representative; what disruption, unfairness or prejudice has been caused; whether a fair hearing would still be possible; whether striking out or some lesser remedy would be an appropriate response to the disobedience.

22. Blockbuster Entertainment Ltd v James [2006] EWCA Civ 684, [2006] IRLR 630 contained an example of where, on the facts, the Tribunal did decide that the claimant had deliberately flouted the orders of the tribunal and that strike out was appropriate. The Employment Appeal Tribunal overturned that decision (and the Court of Appeal agreed) on the basis that the Tribunal had not correctly analysed the extent of the claimant's failures to comply with its orders, or the effects that the conduct would be likely to have on whether a fair hearing was possible. Amongst other things, there had been no (or insufficient) analysis of whether, in fact, even though the Claimant had brought new documents and a revised statement on the first day of the hearing, it might have been possible to simply proceed with the hearing within the listed (six day) hearing slot. The Court of Appeal also pointed out the importance of the right to a fair trial as guaranteed by Article 6 of the Convention for the Protection of Human Rights and Fundamental Freedoms (which is set out in Schedule 1 of Human Rights Act 1998) and by common law.

23. In Emuemukoro v Croma Vigilant (Scotland) Ltd [2022] ICR 327, it was made clear that the issue of whether a fair trial is still possible should be considered (for Rules 37(1)(b) and (c), at least) by reference to whether the trial can take place on the dates that have been fixed for it. If the answer is "no", then the criteria in Rule

37(1) are met, and there might be a strike out even if a fair trial could potentially take place at a later date. (The latter consideration would be relevant to the exercise of discretion, rather than to the issue of whether the criteria in the rule are satisfied).

24. Under Rule 37, it is necessary, as with any other decision that a tribunal must make, to have regard to the overriding objective. We must take into account all relevant factors, and ignore anything which is not relevant. We must make a decision which is in the interests of justice and which is proportionate. We must have proper regard to the Article 6 rights of all the parties.

25. In this case, the Claimant is not in breach of any orders. We accept that she does not possess the Dental Beauty WGC Limited payslips. She did serve her new statement by the date mentioned in the orders.

26. The issue is, therefore, whether she has conducted the litigation unreasonably by:

26.1 Agreeing with the respondents to exchange statements by midday on 24 April 2024 and then failing to do so

26.2 Reading the respondents' statement before preparing and sending her own

27. Our conclusion that there was not unreasonable conduct of the litigation.

27.1 The former was not deliberate, and was an honest mistake; the Claimant had genuinely forgotten about the arrangement. The fact that her husband was in hospital was a contributory factor, but, in any event, there was no conscious decision by the Claimant to breach an agreement she had made with the Respondents.

27.2 The latter was inappropriate, but the Claimant is a litigant in person, and she did not realise that she ought not to have opened and read the Respondents' statement before she (wrote and) sent her own. As soon as she was asked, she frankly described what she had done without any attempt to prevaricate.

28. Even had we decided that it had been unreasonable conduct of the litigation, we would not have struck out. The Claimant was not obliged to serve any new statement at all. She would have been entitled to state that she was just going to rely on the April 2022 statement prepared for the previous hearing. A sanction that was short of strike out would – hypothetically – have been to simply disregard the Claimant's April 2024 statement. We saw no reason to impose any such sanction; apart from anything else, the Respondents' had had more than two months to consider the one page document.

29. Even had we decided that we would ignore the contents of the statement, it would have made no difference to the outcome.

29.1 Paragraphs 1 and 3 make comments gleaned from the EAT decision and make legal assertions which are either not in dispute between the parties and/or which are submissions the Claimant was free to make regardless of whether they were contained in a witness statement or not.

29.2 The bulk of remainder repeats factual assertions that are already in the April 2022 statement.

29.3 Our opinion is that it contains no (relevant) information that would not have been given during cross-examination or in response to panel questions, even if we had ordered that the Claimant's evidence-in-chief be (only) the 2022 statement.

The Facts

30. The Respondents operated as a dental partnership known as Ivory Dental Clinic.

31. As per the document on page 76 of the bundle, the claimant commenced employment with Ivory Dental Clinic on around 5 February 2018. Originally her job title was receptionist but, in due course, she became practice manager.

32. It came to the Respondents' attention during 2020 that the practice might not be able to continue. This was because one of the partners, R2, was under threat of losing her right to practise

33. Because of that, the Respondents began having discussions with potential purchasers. One potential purchaser already worked for the business. In addition they also had some discussions with the (three) people who became the directors of Dental Beauty WGC Limited. R2's evidence was that she could not confirm that the names of the directors of that company [Bundle 129 to 131] were the same as the individuals with whom they were having the discussions, but we are satisfied by comparing the names in those documents to the names in other documents (including the WhatsApp exchanges immediately before the sale in March 2021) that it is the same people.

34. Dental Beauty WGC Limited was incorporated around October 2020. We do not need to decide whether the reason it was incorporated was specifically and solely with a view to buying this specific business (Ivory Dental Clinic). R2 does not dispute the fact that the discussions with the people involved in the eventual purchase (in March 2021) had happened, off and on, since October 2020.

35. On around 29 January 2021, R2 was notified by the General Dental Council ("GDC") that she could no longer practise. She had one month to appeal she decided not to do so.

36. R2's inability to practise meant that Ms Bicaku (R1) had to decide whether she would run the business by herself. There was no firm decision that the business would definitely be sold while:

36.1 R2 was awaiting the GDC outcome, or

36.2 R1 was deciding whether to carry on the business as a sole trader (or with new partners) once it was known that R2 would have to cease practising.

37. At around 2:00 PM on Monday 8 March 2021, R1 told R2 that she had decided she could not run the business by herself and they made a decision to sell.

38. As of that date, Ivory Dental Clinic had 4 employees, including the Claimant.

39. R1 and R2 were able to make prompt arrangements with the individuals running Dental Beauty WGC Limited ("the Buyer") that that company would buy the business imminently. However, the completion date and the date for the Buyer to start running the business were not finalised on 8 March. The Buyer wanted to have some more information including information about whether the four existing employees would all transfer. If all the employees were willing to transfer then the Buyer was potentially willing to go ahead immediately, but, if not, then the Buyer would potentially require a longer lead in period in order to make arrangements to have staff to run the business on its first day of operating the business.

40. On 9 March 2021, R1 and R2 contacted all four employees. Two of them were not at work.

40.1 One was on maternity leave and, on being asked by phone, said she was content to transfer.

40.2 Another was a cleaner who was not due to work that day and who did not wish to come in specifically to have a meeting. The cleaner also confirmed by telephone that they were happy to transfer.

41. The other two employees were both at work: the claimant, and her colleague, Sharon. They were contacted in the morning and were told that the partners were attending the premises for a meeting at midday. We accept that the meeting could not take place first thing in the morning because the partners believed that the employees would be dealing with patients.

42. At around midday the meeting took place. There were 4 people in attendance: R1, R2, the claimant and Sharon.

42.1 No minutes were taken and nothing about the contents of the meeting was put in writing (by the respondents) immediately before or after the meeting.

42.2 We accept that the claimant was told that the business was being sold. We do not accept that she was told that it had already been sold. Notwithstanding the Claimant's reliance on page 105 of the bundle (text message at 11.46am from one of the Buyer's directors to R2 about getting funds ready for transfer), our finding is that the sale had not yet taken place.

42.3 We accept the Claimant was told that she had the right to transfer under TUPE.

42.4 We accept the Claimant was told that if she did transfer under TUPE, her employment contract would be the same and that there would be no changes to pay and conditions, or to continuity of employment.

42.5 It is unlikely that the Respondents specifically and expressly told the claimant that she did not have to transfer if she preferred to object. However, we do accept that they asked if she would be staying on and that she confirmed that she would be. Sharon also confirmed that she would be staying on.

43. Our finding is that it was only after R1 and R2 had received answers from all four employees that they would stay with the business after the sale, and after the Respondents has passed that information to the Buyer, that R1 and R2 and Dental Beauty WGC Limited agreed that (i) the sale would go ahead on 9 March 2021 and (ii) that from the next day onwards Ivory Dental Clinic was no longer running the business and Dental Beauty WGC Limited was running it instead.

44. Regardless of whether the claimant was specifically told that she did not have to transfer if she did not want to, she was <u>not</u> told that the business had already transferred and that she had already become an employee the purchaser of the business. In making that finding:

44.1 We have taken into account that, at an earlier stage of this litigation, the claimant was previously claiming that the meeting had taken place on 10 March rather than 9 March and that she now accepts it was 9 March. However, that does not significantly impact on her credibility as a whole. We accept it is easy for an honest witness to get dates wrong, especially by just one day.

44.2 We have also noted that the claimant accepted orally that the four way meeting between the two respondents and the two employees was more than a simple announcement and that there was, in fact, a discussion. She also accepted that it was more than 10 minutes after the start of that meeting that the representatives of the Buyer arrived on site. Both these points are different to paragraph 3 of the written statement (from April 2022).

44.3 The Claimant also accepted that she was told that her terms and conditions would remain the same, and that TUPE applied to the situation.

44.4 She accepts that when representatives of the Buyer arrived, they introduced themselves to her and then started attending to other matters (without her involvement) and she thinks they were doing a stock take. This is consistent with what R1 and R2 say about the timing of the agreement and the sale, and does not represent "taking charge" as stated in the Claimant's written statement.

45. We accept the claimant's evidence and recollection that once the new people did arrive on site, they arrived after she had already resumed work, after the meeting she (and Sharon) had had with R1 and R2 had finished. We accept that they spent most of their time on site doing stock take rather than talking to her or Sharon.

46. We accept that the claimant was not told the company name by anybody either by R1 and R2 or by anybody else. We reject R1/R2's suggestion that there was a 3 hour "meeting" between the Claimant and the representatives of the Buyer on 9 March 2021 and we accept that the Claimant was working normally in the afternoon, once the meeting with R1 and R2 had finished.

47. The Claimant was not given the company name on 9 March 2021 or earlier. (She did get it later, and was paid by Dental Beauty WGC Limited and eventually, in June 2021, entered into a settlement agreement with it).

48. Prior to 9 March 2021, the Claimant had been aware, in general, terms, that the business might be sold. She knew, in particular, about R2's dispute with GDC and that a removal of R2's right to practise might mean that Ivory Dental Clinic would close or be sold. She was also aware of the GDC decision. However, prior to 9 March 2021, she was not told that a firm decision to sell had been made. During the meeting on 9 March, the reasons for the sale were discussed (and the reasons were as mentioned above, being specifically, R1's decision not to try to run the business without R2, which we accept was reached on 8 March).

49. There was no specific discussion about agency workers at the 9 March meeting. The Claimant knew the full details of who worked for Ivory Dental Clinic.

50. By the time the claimant went home for the day, on 9 March, she was aware that by the time she came to work the following day she would have a new employer, and that it would no longer be Ivory Dental Clinic, for the reasons which had been explained to her.

51. No information was given to the Claimant in writing on 9 March.

52. The sale completed in late afternoon, very shortly before the email from the seller's conveyancer at 17:38 [Bundle 108].

53. From 10 March 2021 onwards, for the remainder of her employment, the claimant's pay and conditions remained the same as they had been pre-transfer.

54. Our finding is that, as of 9 March 2021, Dental Beauty WGC Limited did not have plans to make the claimant redundant or to change her pay or conditions. Their intention – as of 9 March 2021 – was the one that they had conveyed to the Respondents, which was to retain the existing staff, including the Claimant.

The law

55. The Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") apply when there is a "relevant transfer" as defined in the legislation. The Claimant and the Respondent both agree that the Claimant's employment transferred from Ivory Dental Clinic to Dental Beauty WGC Limited in circumstances which amount to a "relevant transfer" and that TUPE applied.

56. TUPE preserves the contract of employment (subject to some specific exceptions). This case is not about any alleged breaches of contract after the transfer.

57. TUPE creates a right to bring a claim of "automatic unfair dismissal" (for employees who have two years' employment) in certain circumstances. This case is not about any alleged unfair dismissal.

58. TUPE operates so as to transfer any pre-existing liability that the employer has to the employee so that the Transferee assumes that liability. This case is not about any alleged pre-existing liability.

59. An employee who would otherwise have their contract of employment transferred from Transferor to Transferee can "object" such that their employment comes to an end: Regulations 4(7) and 4(8). Neither side argues that the Claimant objected in this case.

60. Regulation 11 deals with the information which a Transferor (the outgoing employer) is obliged to give to the Transferee (the new employer) about the employees. A breach of this requirement gives the Transferee the right to bring an employment tribunal claim (Regulation 12), but Regulation 11 does not confer any rights on the employees.

61. Regulations 13, 13A, 14 set out the inform/consult obligations. Regulations 15 and 16 set out the details of what can be done where there is an alleged breach of those obligations. In this case, the parties are in agreement (and, in any case, it is our decision) that Regulation 13A applies. When Regulation 13A applies, Regulation 14 does not.

62. The relevant regulations therefore read:

> **13.— Duty to inform and consult representatives**
>
> (1) In this regulation and regulations 13A, 14 and 15 references to affected employees, in relation to a relevant transfer, are to any employees of the transferor

or the transferee (whether or not assigned to the organised grouping of resources or employees that is the subject of a relevant transfer) who may be affected by the transfer or may be affected by measures taken in connection with it; and references to the employer shall be construed accordingly.

(2) Long enough before a relevant transfer to enable the employer of any affected employees to consult the appropriate representatives of any affected employees, the employer shall inform those representatives of—

(a) the fact that the transfer is to take place, the date or proposed date of the transfer and the reasons for it;

(b) the legal, economic and social implications of the transfer for any affected employees;

(c) the measures which he envisages he will, in connection with the transfer, take in relation to any affected employees or, if he envisages that no measures will be so taken, that fact; and

(d) if the employer is the transferor, the measures, in connection with the transfer, which he envisages the transferee will take in relation to any affected employees who will become employees of the transferee after the transfer by virtue of regulation 4 or, if he envisages that no measures will be so taken, that fact.

(2A) Where information is to be supplied under paragraph (2) by an employer—

(a) this must include suitable information relating to the use of agency workers (if any) by that employer; and

(b) *"suitable information relating to the use of agency workers"* means—

(i) the number of agency workers working temporarily for and under the supervision and direction of the employer;

(ii) the parts of the employer's undertaking in which those agency workers are working; and

(iii) the type of work those agency workers are carrying out.

(3) For the purposes of this regulation the appropriate representatives of any affected employees are—

(a) if the employees are of a description in respect of which an independent trade union is recognised by their employer, representatives of the trade union; or

(b) in any other case, whichever of the following employee representatives the employer chooses—

(i) employee representatives appointed or elected by the affected employees otherwise than for the purposes of this regulation, who (having regard to the purposes for, and the method by which they were appointed or elected) have authority from those employees to receive information and to be consulted about the transfer on their behalf;

(ii) employee representatives elected by any affected employees, for the purposes of this regulation, in an election satisfying the requirements of regulation 14(1).

(4) The transferee shall give the transferor such information at such a time as will enable the transferor to perform the duty imposed on him by virtue of paragraph (2)(d).

(5) The information which is to be given to the appropriate representatives shall be given to each of them by being delivered to them, or sent by post to an address notified by them to the employer, or (in the case of representatives of a trade union) sent by post to the trade union at the address of its head or main office.

(6) An employer of an affected employee who envisages that he will take measures in relation to an affected employee, in connection with the relevant transfer, shall consult the appropriate representatives of that employee with a view to seeking their agreement to the intended measures.

(7) In the course of those consultations the employer shall—

(a) consider any representations made by the appropriate representatives; and

(b) reply to those representations and, if he rejects any of those representations, state his reasons.

(8) The employer shall allow the appropriate representatives access to any affected employees and shall afford to those representatives such accommodation and other facilities as may be appropriate.

(9) If in any case there are special circumstances which render it not reasonably practicable for an employer to perform a duty imposed on him by any of paragraphs (2) to (7), he shall take all such steps towards performing that duty as are reasonably practicable in the circumstances.

(10) Where—

(a) the employer has invited any of the affected employee to elect employee representatives; and

(b) the invitation was issued long enough before the time when the employer is required to give information under paragraph (2) to allow them to elect representatives by that time,

the employer shall be treated as complying with the requirements of this regulation in relation to those employees if he complies with those requirements as soon as is reasonably practicable after the election of the representatives.

(11) If, after the employer has invited any affected employees to elect representatives, they fail to do so within a reasonable time, he shall give to any affected employees the information set out in paragraph (2).

(12) The duties imposed on an employer by this regulation shall apply irrespective of whether the decision resulting in the relevant transfer is taken by the employer or a person controlling the employer.

13A.— Variation to the duty to inform and consult where no appropriate representatives

(1) This regulation applies if, at the time when the employer is required to give information under regulation 13(2)—

(a) at least one of the following conditions is satisfied—

(i) the employer employs fewer than 50 employees;

(ii) there are fewer than 10 transferring employees;

(b) there are no appropriate representatives within the meaning of regulation 13(3); and

(c) the employer has not invited any of the affected employees to elect employee representatives.

(1A) For the purposes of paragraph (1)(a)(ii), ”transferring employees” means the employees who work for the transferor and who are to be (or are likely to be) transferred to the transferee’s employment under a relevant transfer.

(2) The employer may comply with regulation 13 by performing any duty which relates to appropriate representatives as if each of the affected employees were an appropriate representative.

15.— Failure to inform or consult

(1) Where an employer has failed to comply with a requirement of regulation 13 or regulation 14, a complaint may be presented to an employment tribunal on that ground—

(a) in the case of a failure relating to the election of employee representatives, by any of his employees who are affected employees;

(b) in the case of any other failure relating to employee representatives, by any of the employee representatives to whom the failure related;

(c) in the case of failure relating to representatives of a trade union, by the trade union; and

(d) in any other case, by any of his employees who are affected employees.

(2) If on a complaint under paragraph (1) a question arises whether or not it was reasonably practicable for an employer to perform a particular duty or as to what steps he took towards performing it, it shall be for him to show—

(a) that there were special circumstances which rendered it not reasonably practicable for him to perform the duty; and

(b) that he took all such steps towards its performance as were reasonably practicable in those circumstances.

(3) If on a complaint under paragraph (1) a question arises as to whether or not an employee representative was an appropriate representative for the purposes of regulation 13, it shall be for the employer to show that the employee representative

had the necessary authority to represent the affected employees except where the question is whether or not regulation 13A applied.

(3A) If on a complaint under paragraph (1), a question arises as to whether or not regulation 13A applied, it is for the employer to show that the conditions in sub-paragraphs (a) and (b) of regulation 13A(1) applied at the time referred to in regulation 13A(1).

(4) On a complaint under paragraph (1)(a) it shall be for the employer to show that the requirements in regulation 14 have been satisfied.

(5) On a complaint against a transferor that he had failed to perform the duty imposed upon him by virtue of regulation 13(2)(d) or, so far as relating thereto, regulation 13(9), he may not show that it was not reasonably practicable for him to perform the duty in question for the reason that the transferee had failed to give him the requisite information at the requisite time in accordance with regulation 13(4) unless he gives the transferee notice of his intention to show that fact; and the giving of the notice shall make the transferee a party to the proceedings.

(6) In relation to any complaint under paragraph (1), a failure on the part of a person controlling (directly or indirectly) the employer to provide information to the employer shall not constitute special circumstances rendering it not reasonably practicable for the employer to comply with such a requirement.

(7) Where the tribunal finds a complaint against a transferee under paragraph (1) well-founded it shall make a declaration to that effect and may order the transferee to pay appropriate compensation to such descriptions of affected employees as may be specified in the award.

(8) Where the tribunal finds a complaint against a transferor under paragraph (1) well-founded it shall make a declaration to that effect and may—

> (a) order the transferor, subject to paragraph (9), to pay appropriate compensation to such descriptions of affected employees as may be specified in the award; or
>
> (b) if the complaint is that the transferor did not perform the duty mentioned in paragraph (5) and the transferor (after giving due notice) shows the facts so mentioned, order the transferee to pay appropriate compensation to such descriptions of affected employees as may be specified in the award.

(9) The transferee shall be jointly and severally liable with the transferor in respect of compensation payable under sub-paragraph (8)(a) or paragraph (11).

(10) An employee may present a complaint to an employment tribunal on the ground that he is an employee of a description to which an order under paragraph (7) or (8) relates and that—

> (a) in respect of an order under paragraph (7), the transferee has failed, wholly or in part, to pay him compensation in pursuance of the order;
>
> (b) in respect of an order under paragraph (8), the transferor or transferee, as applicable, has failed, wholly or in part, to pay him compensation in pursuance of the order.

(11) Where the tribunal finds a complaint under paragraph (10) well-founded it shall order the transferor or transferee as applicable to pay the complainant the amount of compensation which it finds is due to him.

(12) An employment tribunal shall not consider a complaint under paragraph (1) or (10) unless it is presented to the tribunal before the end of the period of three months beginning with—

(a) in respect of a complaint under paragraph (1), the date on which the relevant transfer is completed; or

(b) in respect of a complaint under paragraph (10), the date of the tribunal's order under paragraph (7) or (8),

or within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of the period of three months.

(13) Regulation 16A (extension of time limits to facilitate conciliation before institution of proceedings) applies for the purposes of paragraph (12).

16.— Failure to inform or consult: supplemental

(1) Section 205(1) of the 1996 Act (complaint to be sole remedy for breach of relevant rights) and section 18A to 18C of the 1996 Tribunals Act (conciliation) shall apply to the rights conferred by regulation 15 and to proceedings under this regulation as they apply to the rights conferred by those Acts and the employment tribunal proceedings mentioned in those Acts.

(2) An appeal shall lie and shall lie only to the Employment Appeal Tribunal on a question of law arising from any decision of, or arising in any proceedings before, an employment tribunal under or by virtue of these Regulations; and section 11(1) of the Tribunals and Inquiries Act 19922 (appeals from certain tribunals to the High Court) shall not apply in relation to any such proceedings.

(3) "Appropriate compensation" in regulation 15 means such sum not exceeding thirteen weeks' pay for the employee in question as the tribunal considers just and equitable having regard to the seriousness of the failure of the employer to comply with his duty.

(4) Sections 220 to 228 of the 1996 Act shall apply for calculating the amount of a week's pay for any employee for the purposes of paragraph (3) and, for the purposes of that calculation, the calculation date shall be—

(a) in the case of an employee who is dismissed by reason of redundancy (within the meaning of sections 139 and 155 of the 1996 Act) the date which is the calculation date for the purposes of any entitlement of his to a redundancy payment (within the meaning of those sections) or which would be that calculation date if he were so entitled;

(b) in the case of an employee who is dismissed for any other reason, the effective date of termination (within the meaning of sections 95(1) and (2) and 97 of the 1996 Act) of his contract of employment;

(c) in any other case, the date of the relevant transfer.

63. The formal duty for the Transferor to consult (with a view to reaching agreement) the Transferor's employees [Regulation 13(6) and 13(7)] only applies if the Transferor itself is planning to take measures which affect the employees. This would either be measures before the transfer, or else measures in relation to employees who were not transferring.

64. However, even where there is no formal requirement to "consult" [as per Regulation 13(6) and 13(7)], the Transferor still has to supply the information as required by Regulation 13, and to do so "long enough" before the transfer to allow the employee representatives the opportunity to seek to engage the employer in voluntary consultation. See Cable Realisations Ltd v GMB Northern UKEAT/0538/08/DA.

65. No specific minimum number of days/weeks etc is specified. What is "long enough" will depend on the specific facts and circumstances.

65.1 Where Regulation 13A does not apply, then "long enough" will require the Transferor to factor in the length of time that it might take to elect/appoint representatives, and the time for those representatives to interact with the affected employees.

65.2 Where the Transferor gives information [as required by Regulation 13(2)(d)] that the Transferee will be taking measures (after the transfer) then that will be relevant to the decision about how much time is "long enough". Correspondingly, where there are no such planned measures, that will also be relevant

66. In Clark v Middleton (1) Black Dog Hydrotherapy Ltd (2) [2022] EAT 31, the EAT noted:

> knowing precisely who one's employer is, is of fundamental importance to any employee. Even where … it is known that the new employer is likely to be a newly-formed company, and who its proprietor will be, it still matters to know the name and identity of the unique legal person who will be the employer. … the tribunal therefore should not have viewed this as a mere technicality. It is also a curiosity of the wording of Regulation 13(2) that it does not in terms expressly state that there is a duty to inform affected employees, or the representatives of affected employees, of the identity of the transferee. But there plainly is such a duty; … it is part and parcel of the duty under Regulation 13(2)(a) to inform employees of the fact that the transfer is to take place. An essential facet of being told of that fact, is to be told to whom the transfer will be taking place

67. Comments about how the information is to be supplied are included in Regulation 13(5), as quoted above. It does not replicate the wording of Regulation 11 (which deals with Employee Liability Information to be supplied to Transferee). When this current case (3306617/2021) was at the EAT, the court stated:

> (I say in parenthesis that I take from that that the normal way of informing and complying with the obligation under regulation13(2) is to provide a document to the representatives.)

68. However, that comment did not form part of the reason for deciding the appeal. Furthermore, it was an observation that the "normal" way of meeting the obligation would be to supply a document; the EAT did not state that there was no other way of complying with the obligation.

69. Regulation 13(9) (the employer's potential "special circumstances" defence) is to be construed narrowly (and the Tribunal must note Regulations 15(2) and 15(6), in particular). Generally speaking, ignorance of the obligations will not amount to special circumstances. An insolvency which had been reasonably foreseeable for some time will not necessarily be special circumstance. Similarly, an assertion that information could not be given (sooner) because of a need for confidentiality will not be lightly accepted as demonstrating that the defence is made out. Even if the employer does demonstrate that it would not have been reasonably practicable to give the information on an earlier date, it might also be necessary to demonstrate that it was not reasonably practicable to delay the transfer date to ensure that, thereby, the information had been given "long enough" before the transfer date.

70. As per Regulation 15(8), where a tribunal finds a complaint [under Regulation 15(1)] against the Transferor succeeds, the Claimant is entitled to a declaration. The Tribunal might also award compensation.

71. "Appropriate compensation" is defined by Regulation 16(3) and 16(4). The maximum is 13 weeks pay. A week's pay is calculated using the formula in the Employment Rights Act 1996 ("ERA"), but without applying the statutory cap which ERA imposes for some purposes.

72. The correct approach was considered in Sweetin v Coral Racing 2006 IRLR 252, EAT. The award is intended to be punitive and should reflect the nature and extent of the employer's default.

    72.1 Any losses suffered by the employees will be relevant, but the absence of loss does not prevent an award at the high end of the range.

    72.2 The Tribunal should assess the seriousness of the breach of the requirements, but may also take into account any mitigating circumstances.

    72.3 The starting point, when there has been a complete failure, is to award the maximum of 13 weeks, subject to any mitigating factors. (By definition, the mitigating factors would have to be matters that had not been deemed to be good enough to make out the complete "special circumstances" defence.)

72.4 However, where there has not been a complete failure, then the default position is not to award the maximum, but rather to take into account all the relevant circumstances, including what the employer did to partially comply with the obligation, and to assess the appropriate number of weeks.

72.5 In Clark, the EAT decided that there had been an error of law to award zero for failure to supply the Transferee's identity.

Analysis and conclusions

73. It is common grounds that Regulation 13A TUPE applies. The Respondent was not obliged to liaise with "appropriate representatives" in order to carry out the inform/consult obligations. It was not, therefore, obliged to arrange any elections. Rather it was entitled to discharge the inform/consult obligations "as if each of the affected employees were an appropriate representative."

74. There were four affected employees, and, as discussed in findings of fact, two of them were contacted by phone, and the other two had a face to face meeting with the Respondents.

75. Regulation 13 does not expressly state that the required information has to be provided in writing.

75.1 Regulation 13(2) says "shall inform", and Regulation 13(2A) refers to information being "supplied". Those two paragraphs do nothing to rule out oral provision of the information, or to require any written confirmation.

75.2 Regulation 13(5) states that the information "shall be given to each of them by being delivered to them, or sent by post to …". For the words after the word "or", it is clear that if that option is chosen, then the employer would have to put the information in writing so that it can be posted; there is no way of sending oral information by post. However, the word "or" shows that post is only one of the available methods. In our assessment, the mere fact alone that the employer has the option of putting the information in writing and posting it does not imply that the information has to be in writing even when it is not posted.

75.3 Our opinion is that the phrase "delivered to them" means that the employer complies with Regulation 13(5) (in reliance on the words before the "or") if it ensures that the information is delivered to employees (in a case to which Regulation 13A applies) by any method. The word deliver / delivery / delivered can apply to a written document, but is not confined to that. For example, a tribunal judgment can be "delivered" orally.

75.4 So Regulation 13(5) can be satisfied in two ways. By the employer ensuring that the information (in whatever format) is received, or, alternatively, by posting

a written document. It does not have to do both, and provided the information is actually successfully delivered, it does not have to be in writing.

76. The Claimant (and the other employees) were told about the fact that a transfer was going to take place. She was told the reason for the transfer. The reason was the sale of the business. (The Claimant also knew the reasons for the sale.)

77. By the time she left work to go home, at the end of the working day, the Claimant knew that regardless of the precise time of day for the sale of the business (and transfer of employment contract) the timing was such that, by the time she was due to start work on the following day, the transfer would have taken place. Thus, on the assumption she did come to work the next day, she knew that she would be working for a new employer.

78. The claimant was not specifically told that if she asked for more time to think about the information that was given to her then the transfer would be delayed. However, as per the findings of fact, we do accept that (i) she was asked about willingness to transfer and (ii) she said she was willing to transfer and (iii) if, in fact, she had said she was not willing to transfer (or said she was not sure, and needed more time to think) then the transfer would in fact have been delayed. The Buyer's decision that it was willing to complete on 9 March 2021 and start operating the business from 10 March 2021 was, in part, based on the outcome of the meeting (and earlier phone calls) having been that the employees were willing to stay on.

79. The identity of the new employer was potentially important information. In any event it was a requirement of the legislation that should be given that information and the Claimant did not receive it until after the transfer.

80. She was told, in effect, that there would be no measures. The specific words "there will be no measures" were not used (but the legislation does not require those specific words). She was told that there would be no changes to her working arrangements or pay. We accept that the Respondents believed that to be a true reflection of the Transferee's intentions. Based on the account given by the Respondents, on the balance probabilities, our decision is that, as of 9 March 2021, Dental Beauty WGC Limited had no plans to make changes which affected the Claimant. We have taken into account the documents in the bundle about what did, in fact, happen after transfer, but neither party has sought to add Dental Beauty WGC Limited as respondent, and the Claimant has accepted that, regardless of what discussions or disagreements there might have been after the transfer, it did, in fact, carry on paying her as before until, a few months later, she and they agreed to enter a settlement agreement.

81. So there has been a failure to comply with the obligations in the legislation, specifically a failure to identify the identity of the Transferee. In Clark v Middleton, the EAT regarded that a requirement of Regulation 13(2), and we agree. As well

as being implicit in Regulation 13(2)(a), the requirement to explain the "legal … implications" [Regulation 13(2)(b)] requires the employee (in a case to which Regulation 13A applies) to be informed that her employment contract will no longer be with the current employer, but will be with a specific, named, new employer.

82. There are no special circumstances such that it was not reasonably practicable to supply the identity of the new employer to the claimant on 9 March 2021. The respondents knew the identity of the new employer (or, at least, their lawyer who was handling the sale did) and could easily have supplied it to the claimant.

83. In terms of the information that was supplied we have considered whether it was supplied long enough before the transfer.

84. There is a good argument that, generally speaking, a period of longer than one day would usually be required, even in cases where no measures are proposed.

85. However, we have accepted that the date of the transfer was not finalised until after the meeting with the claimant. We rejected the Claimant's recollection that she was told, in the meeting, that the business had already been sold. (And, as discussed above, while the Claimant had argued at the previous tribunal hearing that the meeting was on 10 March – and so the day after the 9 March sale – she now accepts that the meeting was actually around mid-day on 9 March). We also accepted that at least part of the reason that the transfer took place promptly after the meeting (with the sale taking place after 5pm on 9 March, and with Dental Beauty WGC Limited running the business from the next day, 10 March 2021) was that the claimant did not ask for any information that would have required longer than one day to supply, and she did not state or imply that she might do something which would amount to "objecting" (in any form of words) to the transfer of her employment contract, and she did not state or imply that she wanted longer to think about things. For the avoidance of doubt, we are not implying that the inform/consult exercise will have lasted long enough, provided the employees (or representatives) do not expressly request it to be longer; we are merely saying that we accept that, on the facts of this particular case, at the start of the meeting on 9 March 2021, the transfer date was not set in stone and the transfer date would, in fact, have been later had the meeting turned out differently.

86. Therefore in those circumstances, and given that the claimant had been aware for some time that the sale of the business was a possibility, we are satisfied that the information which was actually supplied (that there would be a transfer, and that her terms and conditions would remain unchanged, and the reasons for the transfer and – by the end of the day - the date of the transfer) were supplied to her long enough before the transfer.

87. Therefore there has been a breach of the legislation because the identity of the new employer was not supplied we make that declaration.

88. We have to decide how much compensation up to a maximum of 13 weeks pay is appropriate. The award is intended to be punitive and to reflect the actual facts and circumstances, including the extent of the default.

89. As discussed above most of the information that was supposed to be supplied was, in fact, supplied long enough before the transfer.

90. Furthermore, although the actual company name was not given to the claimant, she was given the opportunity to meet the individuals in charge of the company to which she would be transferring. She was introduced to them by name.

91. No argument has been put forward that if the claimant had known the name of the company then her decision to transfer rather than to object would have been different.

92. We think that compensation which is significantly less than the maximum of 13 weeks is appropriate in these circumstances.

93. We do accept that this was a small employer, and with few employees. On the other hand, the regulations already make some allowance for size (Regulation 13A) and the Respondents did have legal advice available.

94. In all the circumstances, our assessment is that 2 weeks compensation is the appropriate.

95. This is, therefore, 2 multiplied by £580, and the figure is £1160. This is the award we make in accordance with Regulation 15(8)(a) TUPE.

96. Regulation 15(5) did not apply. The Respondents had not notified Dental Beauty WGC Limited that they were seeking to prove that the reason they had not supplied information required by 13(2)(d) was that the transferee had failed to give them the requisite information. (On contrary, they were arguing, and we accepted, that the information was, in fact, given, and that the Claimant was told that no measures were envisaged.) Therefore, Dental Beauty WGC Limited had not become a respondent by the application of Regulation 15(5).

97. However, by virtue of Regulation 15(9) TUPE, Dental Beauty WGC Limited is automatically jointly and severally liable for the compensation which we have decided to award.

98. We stated to the parties that, in principle, we were willing to issue the judgment without adding Dental Beauty WGC Limited as a party, and to give the Claimant liberty to apply for Dental Beauty WGC Limited to be added as a respondent if (after 14 days) the compensation remained unpaid. As a result of the discussions which followed, we decided that we would, instead, order that Dental Beauty WGC Limited be added as a respondent at this stage.

99. As we informed the parties who were present (and as we hereby inform Dental Beauty WGC Limited), Dental Beauty WGC Limited will have the right to seek an order (under Rule 29) seeking to reverse the decision to add them as a party, and will also have the right (under Rule 70) to seek reconsideration of the judgment.

Employment Judge Quill

Date: 8 July 2024

JUDGMENT & REASONS SENT TO THE PARTIES ON

07/08/2024

FOR EMPLOYMENT TRIBUNALS