Case Number: 1300179/2024

EMPLOYMENT TRIBUNALS

Claimant: Mrs R Stochmal

Respondent: WSP UK Limited

JUDGMENT

The claimant's application dated 19 July 2025 for reconsideration of part of the judgment sent to the parties on 10 April 2025 is refused on the basis that there is no reasonable prospect of the original decision being varied or revoked.

REASONS

1. This Judgment concerns the claimant's application for reconsideration. The application is for reconsideration of my Reserved Judgment dismissing a breach of contract claim brought by the claimant (that claim being based on a contention that the respondent had extended the claimant's fixed term contract of employment to March 2024). The dismissal of this breach of contract claim was recorded in paragraph 4 of the Reserved Judgment sent to the parties on 10 April 2025. In addition, the claimant's application also says that she is asking the Tribunal "*to reassess my claims of…unfair dismissal, and promissory estoppel.*"

2. This application for reconsideration was submitted to the Tribunal (copied to the respondent) on 19 July 2025. Unfortunately, the application was not sent to me until 23 January 2026. On 27 January 2026, a letter was sent to the parties explaining that the reconsideration application had now been sent to me and that it would be responded to as soon as my workload permitted. An apology was provided for the delay experienced.

Law

3. Where, as in this case, judgment was reserved and sent to the parties in writing, the application for reconsideration must be made within 14 days of the date on which the written record of that judgment was sent to the parties (Rule 69 of the Employment Tribunal Procedure Rules 2024).

4. Rule 5 (7) says that the tribunal may, on its own initiative or on the application of a party, extend or shorten any time limit specified in the rules, whether or not (in the case of an extension) it has expired.

5. Rule 68 (1) allows a tribunal to reconsider any judgment where it is "*necessary in the interests of justice to do so."* A judgment under reconsideration may be confirmed, varied or revoked, and if a judgment under consideration is revoked, the tribunal may take the decision again (rule 68 (2)).

6. A tribunal dealing with an application for reconsideration must seek to give effect to the overriding objective to deal with cases "fairly and justly" (rule 3). This includes: ensuring that the parties are on an equal footing; dealing with cases in ways which are proportionate to the complexity and importance of the issues; avoiding unnecessary formality and seeking flexibility in the proceedings; avoiding delay, so far as compatible with proper consideration of the issues; and saving expense.

7. Whilst the wording in rule 68 confers a broad discretion, the discretion must be exercised judicially. This means having regard not only to the interests of the party seeking the review or reconsideration, but also to the interests of the other party to the litigation and to the public interest requirement that there should, so far as possible, be finality of litigation (**Outasight VB Ltd v Brown** UKEAT/0253/14, paragraph 33). This was also a point made clear by the Court of Appeal in **Ministry of Justice v Burton and another** [2016] EWCA Civ 714.

8. Where an application for reconsideration is based upon new evidence, the principles to be applied are set out in **Ladd v Marshall** [1954] 1 WLR 1489. This means that in most cases, in order to justify the reception of fresh evidence, it is necessary to show:

    8.1 That the evidence could not have been obtained with reasonable diligence for use at the original hearing;

    8.2 That the evidence is relevant and would probably have had an important influence on the hearing; and

    8.3 That the evidence is apparently credible.

9. There are occasions where the interests of justice might permit evidence to be adduced where the requirements of **Ladd v Marshall** are not strictly met, and some examples of where this might be the case were discussed at paragraph 50 of the decision in **Outasight**.

10. Rule 70 sets out the process that must be followed when any application is made under rule 69. Rule 70 provides:

"*(1) The Tribunal must consider any application made under rule 69 (application for reconsideration).*

(2) If the Tribunal considers that there is no reasonable prospect of the judgment being varied or revoked (including, unless there are special reasons, where substantially the same application has already been made and refused), the application must be refused and the Tribunal must inform the parties of the refusal.

(3) If the application has not been refused under paragraph (2), the Tribunal must send a notice to the parties specifying the period by which any written representations in respect of the application must be received by the Tribunal, and seeking the views of the parties on whether the application can be determined without a hearing. The notice may also set out the Tribunal's provisional views on the application.

(4) If the application has not been refused under paragraph (2), the judgment must be reconsidered at a hearing unless the Tribunal considers, having regard to any written representations provided under paragraph (3), that a hearing is not necessary in the interests of justice.

(5) If the Tribunal determines the application without a hearing the parties must be given a reasonable opportunity to make further written representations in respect of the application."

11. In summary, where an application is made under rule 69, the tribunal must first consider whether there is a reasonable prospect of the judgment being varied or revoked (rule 70 (2)). If, at this first stage, the tribunal concludes that there is no reasonable prospect of the judgment being varied or revoked then it must refuse the application (i.e., without a hearing being held). If, on the other hand, the tribunal considers that there is a reasonable prospect of the judgment being varied or revoked, then it must follow the process set out in rule 70 (3) – (5).

Discussion and Conclusions

Time limits

12. Although the application for reconsideration was made outside the 14-day period provided for by rule 69 (1), the claimant seeks an extension of time to 19 July 2025.

13. The claimant says that it was only on 19 June 2025 that she received documents from the Environment Agency (**EA**) on which she seeks to rely in making her application for reconsideration. The reasons for the delay between 19 June and 19 July 2025 are less clear, but the claimant in her application refers to taking various steps in her appeal to the Employment Appeal Tribunal.

14. Rule 5 (7) gives the Tribunal a general power to extend the time limit for applying for reconsideration. I have decided that it is appropriate for me to exercise my discretion to extend the time for making this application to 19 July 2025. The claimant has given an explanation for not submitting her application before 19 June 2025 and although the reasons for delay thereafter are less clear, it is in the interests of justice for me to not simply reject the application on the basis of time limits, but instead to consider, applying rule 70 (2), whether the application gives rise to a reasonable prospect of me varying or revoking my judgment.

Whether there is a reasonable prospect of me varying or revoking the judgment.

Paragraph 4 of the Judgment – Breach of Contract

15. The claimant has attached to her application a bundle of documents that she says she received from the Environment Agency (**EA**), referred to as the "Specific Disclosure Bundle" (**SDB**). The claimant refers to documents within the SDB which she says are new evidence justifying a reconsideration of my decision.

16. One of the documents that the claimant refers to, namely the EA email to WSP (27 June 2023) (SDB p113) is a document that was adduced in evidence at the final hearing. There is no reasonable prospect of me varying or revoking my Judgment based upon this document because it is already a document that was considered by me in reaching my findings of fact (paragraph 28) and conclusions.

17. The claimant in her application for reconsideration also relies upon SDB pages 108-111, 117, 120 and 124, which were not part of the evidence at the final hearing.

18. For the purposes of assessing whether there is a reasonable prospect of my judgment being varied or revoked, I have read and considered the new documents and have worked on the basis of an *assumption* that the documents could now be admitted. I accept that the claimant has reasonable prospects of showing that these are not documents which could have been obtained by her with reasonable diligence prior to the final hearing, and they are apparently credible. I accept that the respondent has not had an opportunity at this stage to make representations about whether all the criteria in **Ladd** (including the second criterion) are met, but I have decided that it is appropriate for me to take the first stage decision under rule 70 (2) assuming that the new documents could now be admitted.

19. I turn then to the new documents themselves. In summary, looking in chronological order at the documents that the claimant refers me to in the SDB:

    19.1 SDB p107 is a document titled "Consultant Compensation Event" dated 27 June 2023 from the respondent to "Pio" says "*Hi Pio, As per your instruction please find attached the quotation for extending Renata until March 24."* Then at p108 there is a document titled "Reply to Consultant Compensation Event" with the Environment Agency logo. Under the sub-heading "*you are notified that the event is a compensation event"* it says "*accepted"* and under the hearing "*replied by"* it says "Pio Chinyere." The date on the document is 27 June 2023, so before the email that Mr. Stansfield sent to the claimant on 29 June 2023 (paragraph 31 of my reasons).

    19.2 SDB p117 is the continuation of an email chain that starts with the email chain that was produced in evidence for the final hearing as DS/1. After Mr. Chinyere's email dated 27 June 2023 timed at 12.56 (paragraph 28 of the Reserved Judgment), p117 shows that Mr. Stansfield replied. He said that "*to ensure that this is approved on FastDraft by the end of June which is the deadline can you as Service Manger* [sic] *submit a Project Managers Instruction (PMI)/Employers Compensation Event in FastDraft. We've calculated the price of the extension from end Sep to end Mar (attached). Once you've submitted the PMI in FastDraft I'll ask Gwyn (who is the WSP Binnies named consultant PM) to respond with this quote which you can hopefully approve so we're all good for getting FastDraft extensions in place by end of the month."* At 14.20 on the same day a Gwynneth Tiberio emailed Mr. Stansfield

and Mr. Chinyere saying "*Hi Pio, That's 2 quotes sitting uploaded for you waiting for Fast Draft approval."* Mr. Chinyere responded at 14.27 saying "*Thank you very much. I have approved through FastDraft."*

19.3SDB p120 has two emails:

19.3.1 The email at the bottom of the page is dated 31 July 2023 and is from Ms. Tiberio to Mr. Stansfield saying "*you're correct – the request, quotations and the quotation acceptance's* [sic] *were all carried out on the 27th June so shouldn't be time barred. I'll speak to him and send him the attached directly."*

19.3.2 The email at the top of the page is from Mr. Stansfield to Mr. Chinyere and reads:

"*I've spoken internally and the cut off for change control to be accepted was 30th June 23. Gwynn confirmed that she was discussing Renata's extension and quotation with you earlier that same week and submitted it on 27th June 23. It looks like you approved this quotation on FastDraft on 4th July which is why I'm guessing the quote has been subsequently rejected as it was passed the cut off date.*

When you speak to the national triage team can you please point out that our quotation was submitted within time, but approval your side just missed the deadline. This may give some weight to them making an exception on this quotation and allowing the extension to be covered on this CSF contract. If this is not possible then the extension would need procuring through another route (likely CCS). Binnies are not on CCS but would need sub-contracting through us for [another person] *which would involve further contractual and management cost. Which we would need to pass back to the EA….."*

19.4SDB p124 has, on the bottom section, the email from Mr. Stansfield to Mr. Chinyere at p120. On the top half of p124 is Mr. Chinyere's reply to that email, sent at 14.36 on 3 August 2023. He writes:

"*I replied to all fastdraft actions on 27th June. What I now understand is that there was never an end of June deadline for*

extension of contracts. All contracts had to be extended before the end of March. Before the end of March is when we extended the contracts until end of Sept. I have a meeting with the National Transition Triage Panel on 9th August to get some guidance on the way forward. I will then update you after that."

19.5 SDB p124 also has Mr. Stansfield's reply to Mr. Chinyere's 3 August email. Mr. Stansfield replied on 10 August 2023 at 15.56 saying "*Hi Pio, Please can you email the following directors from Binnies regarding the Binnies secondee…..As mentioned, please notify Renata of the news that the contract will be terminated at the end of September. Once I receive this confirmation I'll then give her a call to discuss."*

19.6 SDB p110 is a document headed "Service Manager Compensation Event" and it has the Environment Agency logo at the top right hand side. The subject is "*reversal of CE for extension of contracts for Renata Stochmal and* [another person]." The "Compensation Event Type" is headed "60.1 (7) Change of a decision" and the details included "*a total cost of …was to extend the contract for Renata Stochmal of Capita Binnies from Sept to Mar 2024. Similarly, a total cost of ….was to extend the contract of* [another person] *from Waterman Aspen through Capita Binnies from Sept to Mar 2024. This is also to confirm that Renata and Dannie both finished work with the EA on 29 Sept as agreed in their original contracts. Both costs are now being reversed….."* Under the heading "*the quotation is to be based on the following assumptions"* is written: "*the contracts for Renata Stochmal and* [another person] *are not going to be extended from Sept to Mar 2024. Both finished already on 29th Sept 2023."*

19.7 SDB p111 is an Implemented Compensation Events Register. It refers (amongst other things) to the things shown in p108-110.

20. The claimant's case was that in a conversation between her and Mr. Chinyere on or around 27 June 2023, Mr. Chinyere offered her an extension of her contract of employment with the respondent, and she immediately accepted, creating a binding agreement between her and the respondent. I found as a fact that Mr. Chinyere had not offered the claimant an extension of her contract with the respondent, and that he did not have any authority to offer the claimant an extension of her contract of employment with the respondent (paragraph 30).

21. None of the new documents that the claimant has referred to in her application show that Mr. Chinyere did offer the claimant an extension of her contract of employment with the respondent, nor that he had the respondent's authority to make such an offer. The email at p124 does not show that the respondent gave Mr. Chinyere authority to offer the claimant an extension of her fixed term contract of employment with the respondent.

22. At the final hearing, the claimant also argued that Mr. Stansfield's email to her dated 29 June 2023 was evidence that the respondent had already extended her fixed term contract of employment. I found that Mr. Stansfield's email to the claimant on 29 June 2023 was not evidence that the respondent had already extended the claimant's fixed term contract, nor was it Mr. Stansfield making her an unequivocal offer to extend her fixed term contract. Rather, he was setting out the respondent's future intention to offer her an extension of her fixed term contract, subject to the Environment Agency formally approving an extension to the secondment arrangement that it had with the respondent and agreeing a further 'Compensation Event' (paragraph 34).

23. In deciding whether the new documents undermine this and give rise to a reasonable prospect of me varying or revoking the Judgment, I cannot consider pages 108- 111 in isolation. Looking at p120 and p124, it is clear that even if (taking p108-109 at face value) Mr. Chinyere had purported to accept a Compensation Event quotation on 27 June 2023, this had, it transpired, been too late to be effective to extend the secondment arrangement that the EA had with the respondent. Mr. Stansfield says at p120 that "*it looks like you approved this quotation on FastDraft on 4th July which is why I'm guessing the quote has been subsequently rejected"* and Mr. Chinyere on p124 said he had replied to "*all fastdraft actions on 27th June"* but now understood that in fact the deadline to extend contracts had not been June but instead all contracts had to be extended "*before the end of March".* Pages 120 and 124 are consistent with the agreement between the EA and the respondent having come to an end at the end of September 2023 and not having been extended. These documents are also consistent with my findings about the discussion that the claimant had with Mr. Chinyere in late July and early August 2023, and her email to Mr. Stansfield on 11 August (paragraphs 37 to 40).

24. There is nothing in the new documentation to suggest that after 29 June 2023, Mr. Stansfield wrote again to the claimant to suggest to her that the required approvals were in place and / or that the respondent was now offering her an extension to her fixed term contract.

25. Overall, having considered the new documents, I have concluded that there is no reasonable prospect of me varying or revoking my decision to dismiss

the breach of contract claim set out at paragraph 4 of my Reserved Judgment sent to the parties on 10 April 2025. The effect of rule 70 (2) is that I must therefore refuse the application for reconsideration.

Unfair Dismissal and Promissory Estoppel

26. The claim form did not include a claim of unfair dismissal and as recorded at paragraph 8 of the reserved Judgment, I refused the claimant's application to amend her claim to add a complaint of automatically unfair dismissal on grounds of having made a protected disclosure. There was accordingly no Judgment in relation to an unfair dismissal complaint because there was no such complaint before the Tribunal.

27. If what the claimant is asking is for me to vary my case management decision and to now allow her to amend her claim to advance a claim of automatically unfair dismissal, that is refused. Written reasons for that case management decision were sent to the parties on 18 February 2025. The documents that the claimant refers to in the SDB do not change the matters that I considered and weighed up when refusing that application to amend (paragraphs 10 – 24 of the case management order sent to the parties on 18 February 2024).

28. The claimant also refers to a claim of promissory estoppel. Promissory estoppel is not a cause of action, and the claimant did not have a "claim" of promissory estoppel. Promissory estoppel, where it applies, is something that can be used as a "shield" or defence. The concept is described, in Chitty on Contracts (36th Edition, Volume 1, Part 2, Chapter 7, Section 5 (a)) as follows:

"*For promissory estoppel to operate there must be a legal relationship giving rise to rights and duties between the parties; a promise or a representation by one party that they will not enforce against the other their strict legal rights arising out of that relationship; an intention on the part of the former party that the latter will rely on the representation; and such reliance by the latter party. Even if these requirements are satisfied, the operation of the doctrine may be excluded if it is, nevertheless, not "inequitable" for the first party to go back on their promise. The doctrine most commonly applies to promises not to enforce contractual rights, but it also extends to certain other relationships*."

And at (f): "*Promissory estoppel prevents the enforcement of existing rights; but it does not 'create new causes of action where none existed before'*" (**Combe v Combe** [1951] 2 KB 215 at 219).

29. In the circumstances of this case, I do not consider that promissory estoppel can help the claimant and / or that the new documents help the claimant in this regard. Promissory estoppel is not a cause of action and cannot be used as the basis of a claim to get round the difficulty that (as I found) there had not been an extension of the claimant's fixed term contract. None of the documents referred to in the claimant's application for reconsideration persuade me that there is any reasonable prospect of me varying or revoking my Judgment.

Employment Judge C Knowles

12 February 2026