



EMPLOYMENT TRIBUNALS

Claimant: Oskar Bunsch

Respondent: Woodlands Commercial Limited

UPON the Tribunal having given a reserved judgment dated 8th February 2026 (sent to the parties on 11th February 2026)

AND UPON THE CLAIMANT'S APPLICATION under rules 68 and 69 of the Employment Tribunals Rules of Procedure 2024 made by e-mails dated 22nd February 2026, 24th February 2026, 27th February 2026 and 15th March 2026, to reconsider the judgment dated 8th February 2026.

JUDGMENT

The Claimant's application for reconsideration of the judgment dated 8th February 2026 is refused.

REASONS

1. The Tribunal considered all four separate e-mails, and the contents of and attachments to each, which are materially different. All documents referred to in the e-mails have been considered.

Reconsideration

2. Rules 68 to 70 of the Employment Tribunal Rules 2024 allow a judgment to be reconsidered where it is in the interests of justice to do so either on the application of a party or of its own initiative.

3. The Tribunal's powers on reconsideration are to confirm, vary or revoke the judgment and, if revoked, the judgment may be re-taken without any obligation to reach the same conclusion.
4. Applications for reconsideration must be made within 14 days of the date when the written record of the judgment was sent to the parties or the date written reasons were sent (if sent separately), whichever is the later.
5. An application for reconsideration must be refused if there is no reasonable prospect of the judgment being varied or revoked.
6. The Claimant's requests for reconsideration dated 22nd February 2026 and 24th February 2026 were made within 14 days of the judgment and reasons being sent to the parties. Notwithstanding that the requests dated 27th February 2026 and 15th March 2026 were made outside of the 14 days specified by the Tribunal Procedure Rules 2024 it has been considered as being an extension or amendment to the in-time requests.

Conclusions

7. There is no reasonable prospect of the original decision being varied or revoked, for the reasons set out below.

Relevant Rules

8. Rule 41 of the Tribunal Procedure Rules 2024 gives the Tribunal a wide discretion to regulate its own procedure, directing that the Tribunal must conduct any hearing in the manner it considers fair having regard to the overriding objective.
9. Rule 45 of the Tribunal Procedure Rules 2024 permits the Tribunal to impose limits on the time that a party may take in presenting evidence, questioning witnesses or making submissions and may prevent the party from proceedings beyond any time so allotted.
10. The overriding objective (Rule 3 of the Tribunal Procedure Rules 2024) requires the Tribunal to deal with cases fairly and justly, including so far as practicable:
 - (a) Ensuring the parties are on equal footing;
 - (b) Dealing with cases in ways that are proportionate to the complexity and importance of the issues;
 - (c) Avoiding unnecessary formality and seeking flexibility in the proceedings;
 - (d) Avoiding delay, so far as compatible with proper consideration of the issues; and
 - (e) Saving expense.

11. The Parties and their representatives have a positive duty to assist the Tribunal to further the overriding objective, co-operate generally with each other and with the Tribunal (Rule 3(4)).

Procedural Issues/Alleged Bias

12. There was no error of procedure or inherently unjust procedure adopted in the manner in which the hearing was conducted and the Tribunal does not accept that it was biased against the Claimant.
13. The Claimant's 8th witness statement was before the Tribunal and considered by it and read before the evidence commenced.
14. Both parties had an obligation to comply with directions and Rule 3(4) and failed to do. A single coherent bundle of documents containing all relevant documents was not available at the start of the hearing on 12th January 2026. The Tribunal considered both parties positions regarding documentation but the only available bundle with sufficient copies to enable practical usage was that provided by the Respondent, which the Tribunal was satisfied had been provided to the Claimant.
15. The Tribunal gave time to both parties to consider the bundles, discuss and seek to agree the contents and to provide appropriate copies to the Tribunal and took considerable time on 12th January 2026 to resolve these issues, admitting additional documentation that should have been in the original bundle from both sides, the majority of which was from the Claimant. Those documents were placed in the bundle without objection from either party on 12th January 2026. Further time was taken on 13th January 2023 to sort out documentation and the hearing started late as a result.
16. During evidence, significant time was given to the Claimant to locate documents within the bundle and he was assisted during cross-examination (including cross-examination of the Claimant by the Respondent) by a "document key" he had prepared. Additionally, on 13th January 2026, during the course of cross-examination, the Claimant informed the Tribunal that he required the supplementary documents [**pages 363-365**] provided by the Respondent in electronic format to be able to properly respond to questions about them. He was therefore provided with them electronically on the evening of 13th January 2026 and given overnight between 13th and 14th January 2026 to consider the supplemental pages provided by the Respondent before being required to answer questions about these documents. He confirmed on the morning of 14th January 2026 that he was ready to do so.
17. The Tribunal did not refuse to admit any potentially material and complete evidence.
18. The failure of the parties to provide a single coherent bundle whose pagination matched that used in the references in the witness statements created some

- difficulties in identifying the correct documents. These difficulties were surmounted by giving time to parties to locate the relevant documents and provide the correct reference to the Tribunal, by both parties providing a “translation” of the pagination referred to in the witness statements and by utilising a “document key” provided by the Claimant. The Tribunal was ultimately satisfied that all referenced documents the Tribunal was intended to be referred to had been located and viewed. No “blame” was attached to either party and the difficulties were not considered as part of the determination of liability on the claim.
19. The Tribunal acknowledges that the Claimant objected to the Respondent’s witness statements as they were not simultaneously exchanged. The Respondent’s statements of Mr Gomes, Ms Ayres and Mr Brennan were not signed until 20th November 2025, some 2 days after the Claimant sent his statements to the Respondent on 18th November 2026. This was addressed by the Tribunal by asking each of these witnesses on oath whether they had seen the Claimant’s statements before finalising their own. Each denied have seen the Claimant’s statement before finalising their own. The Tribunal weighed the value of the evidence from these witnesses taking into account that they had been signed after the Respondent had received the Claimant’s statement, their response to whether they had seen the Claimant’s statements before finalising their own and the evidence that the statements contained. It would not have been in accordance with the overriding objective to have excluded the evidence entirely.
 20. The proposed timetable for the hearing was set out with the parties in advance of the evidence and adjusted through the hearing to accommodate witness availability and the difficulties arising from the poor document preparation. By agreement with the parties the Tribunal sat early and finished late on occasions to afford more hearing time. Restrictions on cross-examination time for witness evidence were only placed on the evidence of Mr Brennan and Ms Ayres and at a time when it became clear the timetable could no longer be met or the liability portion of the hearing concluded within the allotted time without such restrictions. The Claimant was nevertheless afforded a generous opportunity to ask questions in cross-examination of all witnesses and was given warnings in advance of the time limits expiring to ensure he had the opportunity to ask his most relevant questions.
 21. The Claimant was given ample and proportionate time to make submissions orally and written final submissions were also accepted from him and considered by the Tribunal. The Respondent was not given more time to address the Tribunal and in fact addressed the Tribunal for considerably less time.
 22. The restrictions placed on evidence and submissions were in accordance with the Tribunal Rules and were fair, proportionate and reasonably necessary to ensure that the overriding objective was met and a proportionate amount of the Tribunal resources were allocated to this case. Despite the restrictions the case

exceeded its allocated time as judgment had to be reserved and remedy would have had to have been listed separately in the event that the Tribunal found in the Claimant's favour on liability.

Alleged Error

23. The Tribunal accepts that para 114 of the written reasons contains an error in that it is the security code, not the share code which can only be used once. The Tribunal accepts that the share code is valid for 90 days. This is not an error which materially affects the outcome of the judgment. The activity log at [164-165] does not show the share code entered and [A31] does not show the share code provided as a result of the security code. The document showing a share code provided at [321] does not contain a date stamp but may be an expansion of the activity log. The activity log [164-165] appears to have a 1 hour discrepancy between its time stamps and those on other documents [e.g. 364] (which are 1 hour later). This was considered by the Tribunal but not considered to be material or to undermine the Tribunal's conclusion as to the veracity of the document. The Tribunal notes that a share code obtained by using the security code at [A31] was provided to Falcongreen at 22:11 on 29th March 2022. Adjusting for the hour discrepancy in the activity log shown by document at [364] the time the Claimant provided the share code to the Indigo Services portal would have been 22:43 on 29th March 2022, shortly after the Claimant had used the security code at [A31] and provided the share code to Falcongreen.

Evidence and Arguments

24. The application for reconsideration amount to a request to re-litigate, re-assert or re-argue matters that have already been considered and/or to raise points which were not raised during the hearing.
25. At the final hearing the Tribunal considered those documents in the trial bundle to which it was referred by written statements and/or during oral evidence or submissions. The Tribunal did not consider documents contained within the trial bundle to which it was not so referred.
26. Not all evidence, or documents the Tribunal received, or issues raised, were considered sufficiently probative in relation to the claims the Tribunal had to determine to be reflected in the judgment. The Tribunal focussed on those issues which the Tribunal considered assisted it to determine the matters on the list of issues. All matters heard by the Tribunal (including documents it was referred to) were nevertheless considered.
27. In particular, paragraph 117 of the written reasons makes it clear that the document at [139] was not ignored. The Claimant's reference in his request for reconsideration dated 27th February 2026 to "contract of Employment issues –

notify Liz” is one of many standard entries on the form which is not checked to indicate that it has been completed.

28. The requests for reconsideration include some evidence and/or submissions which were not brought to the attention of the Tribunal during the final hearing.

29. The Tribunal has nevertheless considered all documents and arguments referred to in, or attached to, the reconsideration requests, whether they were previously referred to it or are new matters brought to the Tribunal’s attention in the reconsideration requests. None of these documents or arguments includes new information or material of significance which would be likely to alter the judgment of the Tribunal.

No other reason for reconsideration

30. There are no special reasons why the matter should be reconsidered when there are no reasonable prospects of the original decision being varied.

Conclusion

31. The application for reconsideration is therefore refused.

Approved by:

Employment Judge L Clarke
Date: **31st March 2026**

Sent to parties on:
9th April 2026

FOR THE TRIBUNAL OFFICE