



EMPLOYMENT TRIBUNALS

Claimant: Lukasz Rembowski

Respondent: Altrad Employment Services Limited

Heard at: Bristol by Cloud Video Platform in the absence of the parties

On: 9 September 2026

Before: Employment Judge David C. Gardner

JUDGMENT ON APPLICATION FOR RECONSIDERATION

The judgment of the tribunal is that the claimant's application for reconsideration is refused because there is no reasonable prospect of the decision being varied or revoked.

REASONS

1. The Claimant has applied for a reconsideration of the Judgment dated 17 July 2026 which was sent to the parties on 6 August 2026 ("the Judgment"). The grounds are set out in his email dated 18 August 2026. That email was received at the Tribunal office on 18 August 2026. In the Judgment I proceeded in the absence of the Claimant as I was satisfied that he had sufficient notice of the hearing and the claim was dismissed for non-attendance. This Judgment should be read in conjunction with the Judgment of 17 July 2026 which sets out the reasons for my determination.
2. Schedule 1 of The Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 contains the Employment Tribunal Rules of Procedure 2013 ("the Rules"). Under Rule 71 an application for reconsideration under Rule 70 must be made within 14 days of the date on which the decision (or, if later, the written reasons) were sent to the

parties. The application was therefore received within the relevant time limit.

3. The grounds for reconsideration are only those set out in Rule 70, namely that it is necessary in the interests of justice to do so.
4. Under Rule 70, upon receiving an application for reconsideration, I may ask for representations from the parties, order the application be considered at a hearing, or determine the matter on the papers (if refusing the application). In this case I consider the application can be dealt with fairly and in accordance with the overriding objective by dealing with the matter on the papers.
5. The grounds relied upon by the claimant in this application are, in summary, these:
 - a) His absence from the hearing on 17 July 2026 was not deliberate. He genuinely and mistakenly believed that the hearing was scheduled for the following Tuesday rather than Friday 17 July 2026.
 - b) He believed that the relevant documents and information had already been provided and he did not appreciate that further responses would be expected of him. He did not intend to disengage from the claim or abandon it.
6. In coming to my decision I note that this is not a case of a Claimant overlooking or failing to reply to a single order or listing notice. As I set out in my judgment of 17 July 2026, the Claimant had not responded to multiple enquiries and communications from the Tribunal and the Respondent from 17 February 2026 right up to and including the hearing date on 17 July 2026. It may be that the Claimant made an honest mistake as set out in his grounds for reconsideration, but if that is right the mistakes are multiple. The parties have a duty to engage with each other and with the Tribunal. The Respondent and the Tribunal were, in my, view, entitled to consider the Claimant had disengaged with proceedings. The Tribunal must consider its resources and fairness to all Tribunal users who seek time before the Tribunal. Re-listing a hearing in the context above (and as set out in my Judgment of 17 July 2026) would in my view represent unfairness to the Respondent and other Tribunal users who require time before the Tribunal. It would also be a disproportionate use of Tribunal resources.
7. In any event, and whilst not seeking to determine the substantive merits of the claim, I am not content that the prospects of success in the claim

are sufficiently strong to weigh sufficiently in favour of reconsideration (and thus outweigh the considerations I set out at paragraph 6 above).

8. In short, the claim is a breach of contract complaint which concerns an alleged contractual entitlement to employer-funded private medical insurance. Before employment commenced, the Claimant received an email from recruiter Neil Matheson dated 14 March 2024 setting out proposed remuneration and benefits. Among the listed items was "*Private Health - BUPA*". The Claimant contends that this formed part of the employment package offered to him and that he relied on it when deciding to accept employment. The Respondent's case is that the recruiter mistakenly included the reference to BUPA. The subsequent conditional offer and contract did not refer to or confer any entitlement to private medical insurance and the Respondent contends that the employment contract stated only that the company "*may*" provide private medical cover and that eligibility would be stated in Appendix 1. Appendix 1 contained no statement that the Claimant was eligible.
9. On a straightforward analysis of the written contractual provisions (per *Skilton and TK Home Improvements* [2000] ICR 1162 at 1167D-E) the Respondent appears correct in its analysis of the contractual provisions.
10. In *Investors Compensation Scheme Ltd v West Bromwich Building Society (No.1)* [1998] 1 WLR 896, HL, Lord Hoffmann emphasised that a contract should be interpreted not according to the subjective view of either party but in line with the meaning it would convey to '*a reasonable person having all the background knowledge which would reasonably have been available to the parties in the situation in which they were at the time of the contract*'. Reading the contract as a whole and even taking into account what I have read about the factual matrix and background circumstances of its formation (that is to say the representations of Mr Matheson, which are in my view representations on what the contract may include and, as the Respondent explains in its evidence, that was an error) it appears to me unlikely that, given the clear contractual terms and conditional offer, that the parties would reasonably have understood the contract to either expressly (through offer outside the written contract itself) or by implication to include the term for which the Claimant advocates or to create legally binding relations, objectively, in those terms (see *RTS Flexible Systems Ltd v Molkerei Alois Müller GmbH and Co KG* [2010] 1 WLR 753, SC and *Cosmos Holidays plc v Dhanjal Investments Ltd* [2009] EWCA Civ 316, CA.).
11. As I say, this is not to say I have determined the Claimant's substantive claim, just that I am not contents the merits are such that they weigh

towards ordering the matter come substantively before the Tribunal for consideration at a further hearing.

12. I note that in *Fforde v Black* EAT 68/60, the EAT decided that the interests of justice ground of review does not mean “*that in every case where a litigant is unsuccessful he is automatically entitled to have the tribunal review it. Every unsuccessful litigant thinks that the interests of justice require a review. This ground of review only applies in the even more exceptional case where something has gone radically wrong with the procedure involving a denial of natural justice or something of that order*”. In my view that is not the case here. In addition it is in the public interest that there should be finality in litigation, and the interests of justice apply to both sides.
13. Accordingly I refuse the application for reconsideration pursuant to Rule 72(1) because there is no reasonable prospect of the Judgment being varied or revoked.

Approved by:
Employment Judge David C. Gardner
Dated: 9 September 2026

SENT TO THE PARTIES ON
30 September 2026