EMPLOYMENT TRIBUNALS

Claimant: Oluremi Osimade

Respondent: Transport for London

RECONSIDERATION DECISION

Introduction

1. By an application dated 16 September 2026, the Claimant applies for reconsideration of the Tribunal's Judgment and written reasons following the preliminary hearing on 16 July 2026.
2. The Judgment was sent to the parties on 3 September 2026. The Tribunal concluded that the Claimant was not an employee of the Respondent at any material time, that his complaint of unfair dismissal could not succeed, and that the Tribunal lacked jurisdiction to determine his notice pay and breach of contract claims.

The Law

3. The Tribunal considers the application under Rules 68 to 70 of the Employment Tribunal Rules of Procedure 2024.
4. Under Rule 68 of the Employment Tribunal Procedure Rules 2024, the Tribunal may reconsider a judgment where it is necessary in the interests of justice to do so. At the initial stage, Rule 70(2) requires an application to be refused if there is no reasonable prospect of the judgment being varied or revoked.
5. The application was made within the time prescribed by Rule 69.

The Application

6. The application principally challenges the Tribunal's treatment of the October 2024 contractual documentation. The Claimant submits that the Tribunal failed adequately to distinguish between the formation of a contract of employment and the commencement or performance of employment under a contract already concluded. He relies in particular upon paragraph 91 of the reasons and upon *Kankanalapalli v Loesche Energy Systems Ltd* [2026] EAT 49.

7. He also relies upon the Respondent's conduct around 4 November 2024, the NPL arrangements and documentary evidence which he says was not sufficiently addressed. He further submits that the screening requirements might have been conditions subsequent, or that a subsidiary contractual obligation restricted the Respondent's ability to withdraw before screening was completed.

Discussion

8. The Tribunal does not accept that the material contractual issue was left unresolved. The Judgment considered the offer and onboarding documentation, including the requirement for pre-employment screening and the provision that the Claimant could not start work without clearance. Construing the documentation objectively and as a whole, the Tribunal concluded that satisfactory screening was a condition precedent to commencement of the employment relationship. That condition was not satisfied.

9. Paragraph 91 is not inconsistent with that conclusion. The Tribunal recognised that the October 2024 documentation might have created contractual obligations when signed. Its conclusion was nevertheless that the employment relationship itself could not commence unless and until the screening requirement was satisfied. The application therefore seeks a different legal characterisation of arrangements which the Tribunal considered and determined.

10. The Tribunal has considered *Kankanalapalli*. In that case, arguments that the relevant conditions were conditions subsequent, and that the contractual arrangements restricted the employer's ability to withdraw, had been advanced before the Employment Tribunal but had not been determined.

11. That is not the position here. The Tribunal's contemporaneous hearing note records the Claimant's case as being that a contract of employment had been signed, the commencement date of 4 November 2024 had arrived, and his attendance and performance of work meant that he became an employee from that date. It does not

record an argument that the screening provisions were conditions subsequent or that a separate contractual obligation restricted the Respondent's ability to withdraw. Those arguments were not advanced at the preliminary hearing and do not identify an issue which the Tribunal failed to determine.

12. The Tribunal also considered the Claimant's attendance and work between 4 and 8 November 2024. It accepted that he genuinely and understandably believed his permanent employment had commenced and that the Respondent's communications could have been clearer. It nevertheless concluded that his attendance and performance of duties did not displace the contractual requirement for satisfactory screening before the employment relationship commenced.

13. The evidence concerning the NPL arrangement and payment for those five days was also considered. It was unnecessary to determine the precise contractual mechanism by which that arrangement continued. The material question was whether the Claimant had commenced employment with the Respondent under the October 2024 documentation, and that question was determined.

14. Nor was the Tribunal required to refer expressly to every document or submission. Read as a whole, the reasons identify the material issues, findings and legal conclusions. The application identifies no material evidence demonstrably overlooked which gives rise to a reasonable prospect of a different outcome.

15. Viewed in the round, the application amounts principally to disagreement with the Tribunal's analysis and conclusions rather than identifying any procedural unfairness, material factual misunderstanding, fresh evidence, administrative error or other matter capable of demonstrating a reasonable prospect that the judgment would be varied or revoked.

Decision

16. The central contractual issue was considered and determined. *Kankanalapalli* does not demonstrate that a material argument advanced at the preliminary hearing was left unresolved, and the remaining matters relied upon do not disclose a material factual or evidential omission capable of affecting the outcome.

17. The Tribunal therefore concludes that there is no reasonable prospect of the Judgment being varied or revoked. The application for reconsideration is refused under Rule 70(2).

Case number: 2301731/2025

Approved by:

Employment Judge O'Neill

28th September 2026

Judgment sent to the parties on:

20th October 2026

For the Tribunal Office