

Chat GPT for Employment Lawyers and HR Professionals by Daniel Barnett

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TEMPLATE DOCUMENTS



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Settlement Agreement

James Robinson and Global Education Suppliers Limited

Parties

- (1) Global Education Suppliers Limited, a company incorporated and registered in England and Wales whose registered office is at Portcullis Centre, London (Employer);
- (2) James Robinson of 24 Highland Crescent, Manchester (Employee).

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Adviser: James Eaton of Lollisters LLP

Group Company: the Employer, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

Post-Employment Notice Pay: has the meaning given in section 402D of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA).

- 1.2 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

2. Arrangements on termination

- 2.1 The Employee's employment with the Employer terminated on 5 May 2022 (Termination Date).
- 2.2 The Employer has paid the Employee his salary up to the Termination Date in the usual way.
- 2.3 The Employer has provided benefits to the Employee in the usual way up to the Termination Date.

3. Termination payment

- 3.1 Subject to and conditional on the Employee complying with the terms of this agreement, the Employer shall pay to the Employee an ex-gratia payment of £125,000 (Termination Payment).
- 3.2 The Employer will pay the Termination Payment less all required deductions for tax and National Insurance contributions. In this regard, the Employer and the Employee believe the following to be correct:
 - (a) An element relating to six months' salary, less one week already paid by way of pay in lieu

of notice, of the Termination Payment is Post-Employment Notice Pay and is taxable as earnings. The Company shall accordingly deduct income tax and employee National Insurance contributions from it at the appropriate rate.

- (b) The balance of the Termination Payment will be tax free, as a termination award under the threshold within the meaning of sections 402A(1) and 403 of ITEPA.

3.3 The Employee shall be responsible for any further tax and employee's National Insurance contributions due in respect of the Termination Payment and shall indemnify the Employer in respect of such liability in accordance with clause 7.1.

4. Waiver of claims

4.1 The Employee agrees that the terms of this agreement are offered by the Employer without any admission of liability on the part of the Employer, and are in full and final settlement of all and any claims or rights of action that the Employee has or may have against any Group Company or its officers or employees arising out of his employment with the Employer or its termination, whether under common law, contract, statute or otherwise, whether such claims are, or could be, known to the parties or in their contemplation at the date of this agreement in any jurisdiction and including, but not limited to, the claims specified in Schedule 2 (each of which is waived by this clause).

4.2 The waiver in clause 5.1 shall not apply to the following:

- (a) any claims by the Employee to enforce this agreement; and,
- (b) claims in respect of personal injury of which the Employee is not aware and could not reasonably be expected to be aware at the date of this agreement (other than claims under discrimination legislation).

4.3 The Employee warrants that:

- (a) before entering into this agreement he received independent advice from the Adviser as to the terms and effect of this agreement and, in particular, on its effect on his ability to pursue the claims specified in Schedule 2 to this agreement;
- (b) the Adviser has confirmed to the Employee that they are a solicitor holding a current practising certificate and that there is in force a policy of insurance covering the risk of a claim by the Employee in respect of any loss arising in consequence of their advice;
- (c) the Adviser shall sign and deliver to the Employer a letter in the form attached as Schedule 3 to this agreement;
- (d) before receiving the advice the Employee disclosed to the Adviser all facts and circumstances that may give rise to a claim by the Employee against any Group Company or its officers or employees;

The Employee acknowledges that the Employer acted in reliance on these warranties when entering into this agreement.

4.4 The Employee acknowledges that the conditions relating to settlement agreements and compromise contracts under section 147(3) of the Equality Act 2010, section 77(4A) of the Sex Discrimination Act 1975 (in relation to claims under that Act and the Equal Pay Act 1970), section 72(4A) of the Race Relations Act 1976, paragraph 2 of Schedule 3A to the Disability Discrimination Act 1995, paragraph 2(2) of Schedule 4 to the Employment Equality (Sexual Orientation) Regulations 2003, paragraph 2(2) of Schedule 4 to the Employment Equality (Religion or Belief) Regulations 2003, paragraph 2(2) of Schedule 5 to the Employment Equality (Age) Regulations 2006, section 288(2B) of the Trade Union and Labour Relations (Consolidation) Act 1992, section 203(3) of the Employment Rights Act 1996, regulation 35(3) of the Working Time Regulations 1998, section 49(4) of the National Minimum Wage Act 1998, regulation 41(4) of the Transnational Information and Consultation etc. Regulations 1999, regulation 9 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, regulation 10 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, regulation 40(4) of the Information and Consultation of Employees Regulations 2004, paragraph 13 of the

Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006, regulation 62 of the Companies (Cross Border Mergers) Regulations 2007 and section 58 of the Pensions Act 2008 have been satisfied.

5. Tribunal proceedings

- 5.1 Immediately on execution of this agreement, the Employee shall notify the employment tribunal in writing that the claims against the Employer 2003904/2023 are withdrawn irrevocably having been settled by this agreement, and should be dismissed. The Employee shall immediately send a copy of such notification to the Employer for the attention of Sindy McBride.

6. Employee indemnities

- 6.1 The Employee shall indemnify the Employer on a continuing basis in respect of any income tax or National Insurance contributions (save for employers' National Insurance contributions) due in respect of the payments and benefits in clause 3.1 (and any related interest, penalties, costs and expenses). The Employer shall give the Employee reasonable notice of any demand for tax which may lead to liabilities on the Employee under this indemnity and shall provide him with reasonable access to any documentation he may reasonably require to dispute such a claim (provided that nothing in this clause shall prevent the Employer from complying with its legal obligations with regard to HM Revenue and Customs or other competent body).

7. Company property and information

- 7.1 The Employee warrants as at the date of this agreement, that he has returned to the Employer:

- (a) all Confidential Information and Copies;
- (b) all property belonging to the Employer in satisfactory condition including (but not limited to) any car (together with the keys and all documentation relating to the car), fuel card, company credit card, keys, security pass, identity badge, mobile telephone, pager, lap-top computer or fax machine; and
- (c) all documents and copies (whether written, printed, electronic, recorded or otherwise and wherever located) made, compiled or acquired by him during his employment with the Employer or relating to the business or affairs of any Group Company,

in the Employee's possession or under his control.

8. Employee warranties and acknowledgments

- 8.1 As at the date of this agreement, the Employee warrants and represents to the Employer that there are no circumstances of which he is aware of or which he ought reasonably to be aware that would amount to a repudiatory breach by him of any express or implied term of his contract of employment that would entitle (or would have entitled) the Employer to terminate his employment without notice or payment in lieu of notice and any payment to the Employee pursuant to clause 3 and is conditional on this being so. If making covert recordings of the Employer and its employees amounted to a repudiatory breach (which the Employee denies), then such breach is waived by the Employer for the purpose of this clause 9.1.

9. Restrictive covenants

- 9.1 The Employee acknowledges that the post-termination restrictions in clause 16 of his employment contract with the Employer will continue to apply after the Termination Date.

10. Confidentiality and announcements

- 10.1 The Employee acknowledges that, as a result of his employment, he has had access to Confidential Information. Without prejudice to his common law duties, and subject to clause 13.2, clause 13.6 and clause 13.7, the Employee shall not (except as authorised or required by law or as authorised by the Employer) at any time after the Termination Date:

- (a) use any Confidential Information; or

- (b) make or use any Copies; or
 - (c) disclose any Confidential Information to any person, company or other organisation whatsoever.
- 10.2 The restrictions in clause 13.1 do not apply to any Confidential Information which is in or comes into the public domain other than through the Employee's unauthorised disclosure.
- 10.3 The Employee shall not make any adverse or derogatory comment about the Employer, or its officers, employees or workers and shall not do anything which shall or may bring the Employer into disrepute. This clause is subject to clause 13.5, clause 13.6 and clause 13.7.
- 10.4 Nothing in this clause 13 shall prevent the Employee or the Employer (or any of its officers, employees, workers or agents) from making a protected disclosure under section 43A of the Employment Rights Act 1996.
- 10.5 Nothing in this clause 13 shall prevent the Employee or the Employer (or any of its officers, employees, workers or agents) from:
- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or
 - (b) complying with an order from a court or tribunal to disclose or give evidence; or
 - (c) disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and national insurance liabilities arising from your employment or its termination; or
 - (d) making any other disclosure as required by law.

11. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. Subject to contract and without prejudice

This agreement shall be deemed to be without prejudice and subject to contract until the later of:-

- (1) such time as it is signed by all parties, and Schedule 3 is signed by the Advisor, and exchanged between them; and,
- (2) the Employer has paid the (net) monies due under this agreement into the Adviser's client account: Royal Bank of Scotland, Sort code 16-28-22 account 73777539

at which point it shall be treated as an open document evidencing a binding agreement. The Adviser agrees by signing the Adviser's Certificate in Schedule 3 that he shall hold any such monies paid into his client account to the Employer's Order until this agreement is concluded, and shall return such monies to the Employer on demand at any time prior to this agreement becoming binding.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Adviser's certificate

[ON HEADED NOTEPAPER OF ADVISER]

For the attention of Global Education Supplies Limited

Dear Sirs,

I am writing in connection with the agreement between my client, James Robinson and Global Education Supplies Limited to confirm that:

1. I, James Easton of Lollisters LLP, am a Solicitor of the Senior Courts of England and Wales who holds a current practising certificate.
 2. I have given James Robinson legal advice on the terms and effect of the Agreement and, in particular, its effect on his ability to pursue the claims specified in Schedule 2 of the Agreement.
 3. I gave the advice to James Robinson as a relevant independent adviser within the meaning of the above acts and regulations referred to at clause 5.4.
 4. There is now in force (and was in force at the time I gave the advice referred to above) a policy of insurance or an indemnity provided for members of a profession or professional body covering the risk of claim by James Robinson in respect of loss arising in consequence of the advice I have given him.
- I note and agree to the provisions of paragraph 19 of the agreement.

Yours faithfully,

James Easton

[DATE]

Dear James

Re. Grievance

It is with great sadness that I feel the need to write to you to raise a formal grievance about Neil Pattison, but I felt that I had no other option.

My grievance is as follows:

When I was unable to attend a Senior Management Team meeting on the 1 May 2022 due to having prior arrangements with a centre that were a priority, I received an email from Neil, unnecessarily copying in all of my colleagues stating that he would have hoped that I would make attending SMT my priority. This implication of my not being able to prioritise workloads is inappropriate and unprofessional.

Following this, Neil, without communicating with me first, contacted Jennifer Nathan, Department Manager to enquire as to the exact nature of my visit and whether it would take all day. This, I felt, was a deliberate attempt to undermine me and could have easily been a discussion held with me.

Also on the same day, I received an email at 20:20 from Neil Pattison with a trail of emails relating to Manchester Centre. In the email, Neil asks that I respond to a Services Manager, regarding a 'delay' in dealing with a training issue. In the email trail below, the Services Manager had indicated that her email had followed a telephone conversation with Neil. I feel that this is deeply inappropriate due to the fact that the Service Manager had reported to our estates director regarding a concern related to training care staff. This had completely bypassed the individual's line manager in raising these concerns. This again, could have been handled in a more professional manner and should have been reported to the individual's line manager to ensure process was followed. This was another deliberate attempt to undermine me to my colleagues.

In addition, Neil stated at the Directors Board meeting on the 21st May 2022, that I did not brief the Senior Management Team on new policies created for GDPR and indicated that I did not follow process. This was untrue and he was well aware that all 321 staff had been briefed on the GDPR policies on Monday 14 May 2022 and all staff, SMT included, were in attendance.

Also, I am aware that a Senior Management Team meeting was called on 4 May 2022 by Neil to discuss the finalisation of the budget for 2022/23, to take place on 11 May. All members of the SMT were invited with the exception of myself. This, as I'm sure you will understand, made me feel isolated from my colleagues and did not give me an opportunity, as a member of the Senior Management Team to express my views on the budget proposal.

On the 6 June, whilst on a centre visit to Warwick, I was informed by the Department Manager Jennie that Neil Pattison had been to the centre on the 5 June and that this was an unannounced visit. During this visit Neil stated that he wasn't sure why the company had appointed me and that I had helped Richard to bully Neil's fiance Lola out of the organisation. Whilst there, he also enquired as to the exact nature of my visit and for how long I would be at the centre.

On the 11 June, during a visit with a new Department Manager to undertake her care induction, both Clementine Hardman and Neil Pattison called the centre within 30 minutes of my arrival to enquire as to the exact nature of my visit and if I was 'pressuring or harassing' the manager at my visit. They also enquired as to how long I would be there and stated that they didn't feel that my visit would add any value to the centre.

On the 14 June, I went to the office to begin setting up new mobile phones for all company staff to finish a project that I had ownership of. Upon arrival at the office, I was informed by John Choker that he had spoken with Neil and that, between them, they would be managing the project going forward and that I was not to 'worry about it'. Upon asking for the security details to access my new mobile, I was told by John Choker that he had 'not had time to look through them' and that I would 'have to wait'. This was despite me telling John that I urgently required access to my new phone as my current one would not switch on and I was due several calls from local authorities regarding live safeguarding matters.

I was also informed on this date by John, that Neil had decided that my GDPR packs would not be sent to owners, informing them of their data rights as it would 'confuse owners'. This was not communicated to me in any way and was after I had already held conference calls with Department Managers to inform them of the pack's purpose and that they were in the post. I have subsequently received several complaints from centres about the lack of support around GDPR and that I have not fulfilled my promise to them. This has hugely undermined and compromised my function and relationships with centres.

Lately, I have also been made aware by my union representative that, at a Board meeting to discuss a resolution relating solely to Helen Grainge, Neil made several inappropriate and prejudicial comments about me; including that I am a waste of shareholders money and that he is unsure as to what I do for the company. Aside from the fact that all work that I undertake in a centre is well documented, there are many centres that would be able to give you a full statement of work that I have undertaken for them.

I do not feel that the behaviour described above is appropriate or even remotely professional, particularly as it is being displayed by an individual who has a fiduciary duty to the company and its reputation. I also must alert you to the fact that this behaviour has, in addition to compromising my working relationships with centres has caused me utter anguish and anxiety and has gone a long way in making my position untenable.

Please be aware that all I wish to do is be given a fair and unhindered opportunity to continue to serve the owners of our centres in the way that I have done since I started at the company, I have a genuine passion for my role and feel that it is not unreasonable to want to undertake this role without being undermined and micro-managed by a peer.

I've been advised that, unless remedied, this represents a serious breach of trust and confidence.

Kind Regards,

Felix Radman