Online Legal Advise

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Dear Sir or Madam

**Free Legal Letters and Documents: Templates and Examples**

Many thanks for visiting Online Legal Advise’ website. We attach copy of the document that you asked for and hope you will find it useful.

If we can be of any further help, please do get in touch by ‘phone or via our website.

Yours faithfully

Online Legal Advise

**ONLINE LEGAL ADVISE**

[HR address]

By email to: [Email]                                                                                   [date]

Re: [Employee]

I am instructed by on behalf of your employee [Employee]. [Employee] has informed me that he has been off work since [1st April 2018] due to a suspension for alleged misconduct which stems from his “negative attitude” and lack of motivation.

As you are aware, [Employee] started working for the company on [10th July 2016] as an Account Manager. He informs me that you have offered him a settlement agreement which would include the termination of his employment in exchange for his notice payment and compensation for loss of office in the sum of [Amount].

As you are also aware, following a discussion between [Employee] and [Manager] on [5TH December 2017], [Employee] suffers from low self esteem, lack of self confidence, depression and low mood. [Employee] has been affected by this condition for all of his adult life. This amounts to a disability pursuant to section 6 Equality Act 2010 and [Employee] is therefore protected as a disabled employee. To subject him to disciplinary proceedings for negative attitude and lack of motivation in these circumstances, without seeking any input from Occupational Health, is discriminatory and a failure to make reasonable adjustments.

In addition to the disciplinary procedure,[Employee]has also been subjected to the following treatment which amounts to harassment or discrimination because of his disability:

* On [3rd January 2018], [Employee] was off work sick and despite [Manager] having sent [Employee] home from work on [3rd January 2018], she was heard in the open plan office saying that she believed that [Employee] was faking illness.
* On [5th January 2018], [Manager] saying, “There’s negative vibe from you [Employee] and I don’t like it”;
* On [7th January 2018], after [Employee] has been off work sick for two days, [Manager] gave him a verbal warning, without having followed any disciplinary process whatsoever and then she invited [Employee] to a further disciplinary hearing that afternoon.
* Treating [Employee] differently to [Employee 2] and punishing [Employee] in circumstances where other employees who are not disabled have not been punished, specifically allowing non-disabled employees to leave a voicemail message informing the company of their sickness whereas [Employee] was disciplined for doing the same.

[Employee] was told at the end of the disciplinary hearing that he would be issued with a final written warning if he did not accept the settlement proposal, which effectively amounts to one month’s pay.

In light of this treatment, [Employee]considers that you have breached the implied term of trust and confidence. He reserves his rights in relation to this and is considering whether he will resign.

[Employee] does not accept that the offer you made was properly “without prejudice” nor does he accept that it amounts to a “pre-termination negotiation” and it was a clear indication of the company’s intention to force him out of his job.

Please treat this letter as a letter of grievance, [Employee] wishes to complain about the above treatment of him, which amounts to the following:

1. **Breach of contract:** The company has fundamentally breached his contract of employment by the actions set out above.
2. **Disability discrimination:** He has been subjected to harassment, less favourable or unfavourable treatment (see above) because of his mental health condition. No adjustments were made to his role. This is a breach of the Equality Act 2010.

***Without prejudice subject to costs***

***Protected pursuant to section 111A Employment Rights Act 1996***

[Employee] has no desire to enter into protracted discussions, to endure a lengthy grievance process or to issue proceedings in the employment tribunal which would inevitably be time consuming and costly for both you and him.

To this end, he has instructed me to put forward an offer, which will include the termination of his employment by mutual consent. His terms are:

1. Employment to terminate on [30th May 2018];
2. [Employee] to withdraw his grievance and agree not to raise any further claims in relation to the matters contained therein;
3. [Employee] to agree not to bring any tribunal or court proceedings relating to the matters contained within his grievance, or this letter or relating to his employment or the termination of it;
4. [Employee] to be placed on garden leave until the termination date and to be paid his normal salary;
5. For you to pay [Employee’s] notice pay of [Amount](gross) which is a month’s pay including an average rate of commission (based on annual gross salary of [Amount]);
6. For you to pay a sum of [Amount] to compensate [Employee] for the loss of his employment (which is the equivalent to 3 months pay), bearing in mind he would be entitled to claim approximately 6 – 12 months loss of earnings should he resign and claim constructive dismissal;
7. For you to pay to [Employee] the sum of [Amount]as compensation for injury to feelings for disability harassment / discrimination;
8. For you to provide him with an agreed reference in standard terms;
9. For you to pay a contribution to [Employee’s] legal fees in the sum of [Amount]+ VAT to enter into a settlement agreement.

This offer will remain open for acceptance until 4pm on [Amount] (“the deadline”). 7 days after you accept this settlement offer by letter you will be liable to pay my client the sum of [Amount]inclusive of interest and any VAT.

If you do not accept this settlement offer, we reserve the right to bring the contents of this letter to the attention of the court on the issue of costs. If you fail to do better than this settlement offer at trial, we intend to seek an order requiring your client to pay my client’s costs from the expiry of the deadline, together with interest on those costs from that date until payment.

I strongly suggest that you take legal advice as to the contents of this letter.

I look forward to hearing from you at your earliest convenience.

Yours sincerely,

[Lawyer name and signature]