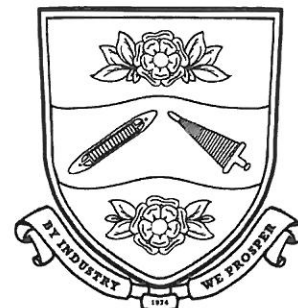


TODMORDEN TOWN COUNCIL

Town Clerk's Office
Todmorden Community College
Burnley Road, Todmorden OL14 7BX
01706 548135
admin@todmorden-tc.gov.uk
www.todmorden-tc.gov.uk



28th March 2019

Dear Sir/Madam,

A meeting of the **STAFFING COMMITTEE** will be held on 3rd April 2019, commencing at 5.30pm at The Cockcroft Room at Todmorden Town Hall.

A handwritten signature in black ink, appearing to read 'Ken Eastwood'.

Locum Town Clerk

AGENDA

1. Members' Interests (To remind Members of the need to declare any disclosable pecuniary or other interests they might have in relation to the items included on this agenda).
2. To receive apologies for absence and consider any reasons for non-attendance.
3. Minutes of the meeting held on the 19th March 2019.
4. Motion to exclude public and press for any agenda item(s).
5. **CORRESPONDENCE:**
Employment Tribunals – advisory letter (DAS Law).

To consider matters relating to:

6. Report back from Chair re. ongoing issues.
7. Staffing update from Town Clerk.
8. Grievance update and settlement.
9. Administrative Assistant post.
10. Date of next meeting.

Committee Members:

Cllr A Hollis, Town Mayor (ex-officio), Cllr M Carrigan, Chair.
Cllrs A H Greenwood, J Grieve, D Skelton and D Wardell.

Our Ref: EBAL/030222/0016399/Todmorden Council

PRIVATE AND CONFIDENTIAL

Mr D Skelton
Todmorden Council
Burnley Road
Todmorden
Lancashire
OL14 7BX

Direct Dial: 0117 917 1552

Please quote our full reference to avoid delays and the possible return of correspondence to you.

Office Hours:-
Monday – Friday 9.00am - 5.00pm

We do not accept service of documents by email

22 March 2019

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Dear Mr Skelton

Settlement Agreement

I write further to our exchange of emails and write to advise on the terms in the attached COT3 agreement.

A COT3 Agreement becomes legally binding on declaration from ACAS that it is so, and this is usually when the terms are agreed by both parties. Until that point, either party can withdraw from the COT3.

I have drafted fairly standard wording for the agreement and just want to advise on the terms of the agreement as follows:

Parties' Names and Address

It is important that you check that the COT3 Agreement has recorded both yours and the Claimant's correct details.

Settlement Monies

Your have agreed to pay the Claimant sum of £5000.00. This payment will be paid by cheque/BACS etc within 21 days. The Claimant could request a shorter period but I thought this would allow for ratification at the council meeting and time to process the payment.

Tax Indemnity

I consider that the settlement monies can be paid to the Claimant tax free, as it is for compensation for loss of office and as such she is not contractually entitled to the monies. However, there is a clause stating that Todmorden will be indemnified by the Claimant should HM Revenue & Customs consider that there is any tax due on the settlement monies.

Compromising Future Claims

There is a clause agreeing to compromise all potential and future claims that the Claimant may have against Todmorden arising out of her employment or otherwise. This is paragraph 3 and

essentially includes any possible way she should seek to make a claim to prevent her from doing so.

Excluded Claims

This Claimant is however able to pursue a claim for personal injury or loss of enhanced pension rights so long as she warrants that at the date that she agrees the terms she does not know of any personal injury or enhanced pension rights claim.

Confidentiality Clause

Both parties are agreeing to keep the terms of the COT3 confidential.

Disparaging Comments

Both parties are agreeing to not be derogatory about or towards each other.

Reference

Put in an agreement only to provide an agreed reference. If you have a preference or suggested wording let me know and I can include in Appendix 2.

If you are happy with the wording I can send to the Claimant via ACAS When she agrees the wording it will then become legally binding and both parties will then be bound by its contents. I can then, with your permission, sign on your behalf and send over to the Claimant.

Yours sincerely

E Bale

Emily Bale for DAS Law

Email: EBaleClaims@daslaw.co.uk

Direct Dial: 0117 917 1552